

Original Po

00196



General Motors Corporation

GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
M/C 480-206-180  
WARREN MI  
48090

VENDOR NUMBER 14-423-8094  
HORIBA AUTOMOTIVE TEST SYSTEMS  
2890 JOHN R RD  
PO BOX 1287  
TROY MI  
48099

GM - POWERTRAIN GLOBAL HQ  
ENGINEERING BUILDING  
PLANT 13 DOCK 45W  
895 JOSLYN AVE  
PONTIAC MI  
48340-2920

IF INVOICE REQUIRED, SEND TO  
PERSON WHO ORDERED MATERIAL  
OR SERVICE.  
CUSTOMER SERVICE NUMBER  
248-874-4636

This Number Must Appear On All Invoices, Packing Slips,  
Packages and Bills of Lading.  
(2) copies of your packing slip must accompany each shipment.  
Item Identification Number(s) must be shown on Packing Slips at  
Invoices.  
Invoice Attn: Accounts Payable  
Do not Declare Valuation of Express Shipments or Insure Parcel  
Post.

**PURCHASE** PAGE  
**ORDER:** TCS00196

This order is not binding until accepted. Acceptance should be indicated on acknowledgment copy which should be  
returned to Buyer.  
On the reverse side hereof are the terms and conditions to which Buyer agrees by acceptance of this order.  
These terms, including the terms and conditions on the face and reverse side hereof, constitute the entire agreement  
between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions  
will be binding upon the Buyer unless it is in writing and signed by Buyer's authorized representative.  
If Government Contract Number is Shown Hereon, additional Terms and Conditions  
Attached Hereto Apply.

|               |                         |                                |                |
|---------------|-------------------------|--------------------------------|----------------|
| PAYMENT TERMS |                         | SHIP VIA                       |                |
| NET           | 2ND DAY OF 2ND MONTH    | REFER TO WWW.GMSUPPLYPOWER.COM |                |
| ITEM          | QUANTITY ORDERED        | ORDER DATE                     | PRICE MULTIPLE |
| SEQUENCE      | ITEM IDENTIFICATION NO. | 12/11/06                       | 586-575-134C   |
|               |                         | ALTERATION ISSUE DATE          | BUYER          |
|               |                         | ALTERATION EFFECTIVE DATE      |                |
|               |                         | PURCHASING AGENT               |                |

|  |  |                                |                 |
|--|--|--------------------------------|-----------------|
| FREIGHT COLLECT  |  | SHIP VIA                       |                 |
| F.O.B. DESTINATION UNLESS OTHERWISE INDICATED  |  | REFER TO WWW.GMSUPPLYPOWER.COM |                 |
| NOUN NAME  |  | DATE REQUIRED                  | TAX CODE/ %     |
| DESCRIPTION  |  | REF. NUMBER                    | BASE UNIT PRICE |
| THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY   |  | PRICE MULTIPLE                 |                 |
| USD DOLLAR (UNITED STATES)   |  |                                |                 |
| IMPORTANT NOTICE: EFF. JAN 13/06 SIGNIFICANT CHANGES HAVE BEEN MADE TO THE GMNA SHIPPING INSTRUCTIONS. PLEASE REVIEW FOR CARRIER UPDATES. NON-COMPLIANCE TO THESE INSTRUCTIONS MAY RESULT IN FREIGHT CHARGES BEING DEBITED BACK TO THE SUPPLIER.   |  |                                |                 |
| SHIPPING INSTRUCTIONS CAN BE FOUND AT WWW.GMSUPPLYPOWER.COM UNDER DOCUMENT CENTER/ LOGISTICS/INBOUND LOGISTICS/NORTH AMERICA/ CORPORATE PROGRAM MANAGEMENT/UNDER GMNA SHIPPING INSTRUCTIONS. YOU MUST LOGIN IN AS A USER TO ACCESS THIS INFORMATION. TO REGISTER AS A USER TO SUPPLY POWER FOLLOW THE REGISTRATION INSTRUCTIONS ON THE HOME PAGE OF SUPPLY POWER OR CALL 866-756-0692. |  |                                |                 |
| SUPPLIER HELP DESK FOR GM INDIRECT/MACHINERY AND EQUIPMENT PURCHASING AVAILABLE DURING DETROIT BUSINESS HOURS AT 1-888-376-6115 AND ON-LINE AT WWW.IMEHELPDESK@GM.COM  |  |                                |                 |
| QUESTIONS RELATED TO PAYMENT ISSUES, PLEASE CONTACT DISBURSEMENTS AT 248-874-4636.   |  |                                |                 |
| RECEIVED DEC 19 2006   |  |                                |                 |

05026 USER RAUL URBAN

ORIGINAL

CONTINUE PAGE

2



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SHIP TO: GM - POWERTRAIN GLOBAL HQ  
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48340-2920  
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INVOICE TO: US  
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PURCHASE PAGE 2  
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ORDER DATE 12/11/06  
ALTERNATION ISSUE DATE YY  
ALTERNATION EFFECTIVE DATE  
PHONE: 586-575-134C  
R URBAN  
Buyer  
PURCHASING AGENT

| PAYMENT TERMS         |                  |                         |           | SHIP VIA   |             |               |             |
|-----------------------|------------------|-------------------------|-----------|--|-------------|---------------|-------------|
| ITEM SEQUENCE         | QUANTITY ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME | DESCRIPTION  | REF. NUMBER | DATE REQUIRED | TAX CODE/ % |
| 1001                  | 3                | PR359833 001            |           | PLEASE NOTE: AS A GM SUPPLIER, YOUR COMPANY WILL SOON BE REQUIRED TO BECOME COMPLIANT WITH THE EDI APPLICATION (ELECTRONIC DATA INTERCHANGE) THE RECEIVING AND TRANSMITTING OF PURCHASING INFORMATION. YOU WILL BE RECEIVING MORE DETAILED INFORMATION IN THE NEAR FUTURE. |             | 06/01/07 C    | 0.00%       |
| 002                   | 3                | PR359833 002            |           | INDUSTRIAL GEARBOX WITH RATIO 2:1<br>DAVID GUNNELS 586-709-3326<br>DELIVER TO: DAVE GUNNELS<br>895 JOSLYN AVE<br>PONTIAC, MI 48340 48340<br>WHO ORDERED: GUNNEL 586-709-3326   |             | 06/01/07 C    | 0.00%       |
| 003                   | 1                | PR359833 003            |           | TRUNNION BASE FOR 2:1 GEARBOX<br>DAVID GUNNELS 586-709-3326<br>WHO ORDERED: GUNNEL 586-709-3326  |             | 06/01/07 C    | 0.00%       |
| 05026                 |                  |                         |           | ENGINEERING SERVICES FOR GEARBOX<br>DAVID GUNNELS 586-709-3326<br>WHO ORDERED: GUNNEL 586-709-3326   |             | 06/01/07 C    | 0.00%       |
| 05026 USER RAUL URBAN |                  |                         |           | ORIGINAL   |             |               |             |
| 05026 USER RAUL URBAN |                  |                         |           | CONTINUE PAGE 3  |             |               |             |

SHIP VIA  
REFER TO WWW.GMSUPPLYPOWER.COM

BASE UNIT PRICE  
PRICE MULTIPLE  
EA  
EA  
EA



GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
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CUSTOMER SERVICE NUMBER  
248-874-4636

US

INVOICE TO:  
VENDOR NUMBER 14-423-8094  
HORIBA AUTOMOTIVE TEST SYSTEMS  
2890 JOHN R RD  
PO BOX 1287  
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**PURCHASE** PAGE 3  
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|                           |          |                     |
|---------------------------|----------|---------------------|
| ORDER DATE                | 12/11/06 | PHONE: 586-575-1340 |
| ALTERATION ISSUE DATE     | YY       | R URBAN             |
| ALTERATION EFFECTIVE DATE |          | Buyer               |
| PURCHASING AGENT          |          |                     |

PAYMENT TERMS  
NET 2ND DAY OF 2ND MONTH  
F.O.B. DESTINATION UNLESS OTHERWISE INDICATED  
FREIGHT COLLECT  
SHIP VIA  
REFER TO WWW.GMSUPPLYPOWER.COM

| ITEM SEQUENCE | QUANTITY ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME | DESCRIPTION   | RFQ NUMBER | DATE REQUIRED | TAX CODE/ % | BASE UNIT PRICE | PRICE MULTIPLE |
|---------------|------------------|-------------------------|-----------|---|------------|---------------|-------------|-----------------|----------------|
|               |                  |                         |           | CUSTOMS-TRADE PARTNERSHIP AGAINST TERRORISM (C-TPAT) CONTRACT CLAUSE  |            |               |             |                 |                |
|               |                  |                         |           | SPECIAL TERM (U.S.) - C-TPAT  |            |               |             |                 |                |
|               |                  |                         |           | FOR SELLER'S GOODS TO BE IMPORTED INTO THE UNITED STATES, SELLER SHALL COMPLY WITH ALL APPLICABLE RECOMMENDATIONS OR REQUIREMENTS OF THE UNITED STATES CUSTOMS SERVICE'S CUSTOM-TRADE PARTNERSHIP AGAINST TERRORISM (C-TPAT) INITIATIVE (FOR INFORMATION GO TO HTTP://WWW.CUSTOMS.USTREAS.GOV/ENFORCEMENT/TPAT.HTM). AT BUYER'S OR THE CUSTOMS SERVICE'S REQUEST, SELLER SHALL CERTIFY IN WRITING ITS COMPLIANCE WITH THE FOREGOING. SELLER SHALL INDEMNIFY AND HOLD BUYER HARMLESS FROM AND AGAINST ANY LIABILITY, CLAIMS, DEMANDS OR EXPENSES (INCLUDING ATTORNEY'S OR OTHER PROFESSIONAL FEES) ARISING FROM OR RELATING TO SELLER'S NONCOMPLIANCE. (AT 6/20/02) (AT) |            |               |             |                 |                |
|               |                  |                         |           | RIGHT TO AUDIT BY ACCEPTANCE OF A PURCHASE ORDER THE SELLER OF GOODS AND/OR SERVICES GRANTS BUYER THE RIGHT TO AUDIT ALL CHARGES AND AGREES THAT ALL RECORDS SUPPORTING CHARGES (INCLUDING THOSE OF SUBSIDIARIES AND AFFILI-  |            |               |             |                 |                |



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US

VENDOR NUMBER 14-423-8094

HORIBA AUTOMOTIVE TEST SYSTEMS

2890 JOHN R RD

PO BOX 1287

TROY MI

48099

INVOICE TO:

US

This order is not binding until accepted. Acceptance should be evidenced by acknowledgment copy which should be returned to Buyer.  
The undersigned hereby agrees to the terms and conditions to which Seller agrees by acceptance of this order. First agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions will be binding upon the Buyer unless made in writing and signed by Buyer's authorized representative.  
If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Herein Apply.

PAYMENT TERMS

2ND DAY OF 2ND MONTH

FREIGHT COLLECT

DESTINATION UNLESS OTHERWISE INDICATED

SHIP VIA

REFER TO WWW.GMSUPPLYPOWER.COM

ORDER DATE 12/11/06  
ALTERNATION ISSUE DATE  
ALTERNATION EFFECTIVE DATE  
PHONE: 586-575-1340  
R URBAN  
YY Buyer  
PURCHASING AGENT

ITEM SEQUENCE QUANTITY ORDERED ITEM IDENTIFICATION NO. NOUN NAME DESCRIPTION REQ. NUMBER DATE REQUIRED TAX CODE/ % BASE UNIT PRICE PRICE UNIT MULTIPLE

ATES TO WHOM WORK HAS BEEN CONTRACTED) WILL BE AVAILABLE FOR AUDIT BY GENERAL MOTORS CORPORATION FOR A PERIOD OF THREE (3) YEARS BEYOND FINAL PAYMENT.

\*\*\*\*\* CHANGE ORDER PROCESS \*\*\*\*\*

ENGINEER/SUPPLIER AGREE ON NECESSARY CHANGES AND CO-SIGN ON MEMO DOCUMENT, (INCLUDE P.O. NUMBER ON CORRESPONDENCE).

CHANGES NOT EFFECTING COSTS MAY BE IMPLEMENTED IMMEDIATELY, FORWARD MEMO DOCUMENT TO BUYER.

CHANGES INCREASING/DECREASING COST, OR EFFECTING DELIVERY MUST BE QUOTED TO BUYER, INCL. MEMO DOC.

SUPPLIER MUST NOT PROCEED WITH ENGINEERING CHANGES UNTIL BUYER APPROVAL IS PROVIDED!

RIGHTS OF TITLE

SELLER AGREES THAT ALL REPORTS, MANUALS, PROGRAMS, TAPES, VIDEOS, SOFTWARE, AND ANY OTHER MATERIAL PREPARED BY SELLER'S EMPLOYEES UNDER THIS PURCHASE ORDER AND ALL OTHER WORK PRODUCTS OF SELLER'S EMPLOYEES SHALL BELONG EXCLUSIVELY TO BUYER. SELLER AGREES THAT ALL WRITINGS, DISCOVERIES, DESIGNS, MASK WORKS, INVENTIONS AND IMPROVEMENTS WHETHER COPYRIGHTABLE, PATENTABLE OR NOT WHICH ARE WRITTEN, CONCEIVED, CREATED, DISCOVERED OR MADE BY SELLER'S EMPLOYEES OR SUBCONTRACTORS IN THE COURSE OF THE

PURCHASE

PAGE 1

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05026 USER RAUL URBAN

ORIGINAL

CONTAINER BACK



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**PURCHASE** PAGE 1  
**ORDER:** TCS00196

|                            |                  |
|----------------------------|------------------|
| ORDER DATE                 | 12/11/06         |
| ALTERNATION ISSUE DATE     | YY               |
| ALTERNATION EFFECTIVE DATE |                  |
| PHONE: 586-575-1340        | R URBAN          |
|                            | YY Buyer         |
|                            | PURCHASING AGENT |

SHIP VIA REFER TO WWW.GMSUPPLYPOWER.COM

| ITEM SEQUENCE | QUANTITY ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME | DESCRIPTION  | RFQ NUMBER | DATE REQUIRED | TAX CODE/ % | BASE UNIT PRICE | PRICE MULTIPLE | LOW MEQ |
|---------------|------------------|-------------------------|-----------|--|------------|---------------|-------------|-----------------|----------------|---------|
| VET           |                  | 2ND DAY OF 2ND MONTH    |           | FREIGHT COLLECT  |            |               |             |                 |                |         |
|               |                  |                         |           | WORK DONE UNDER THIS PURCHASE ORDER SHALL BE PROMPTLY DISCLOSED TO BUYER AND SHALL BECOME BUYER'S SOLE PROPERTY. (ZG)  |            |               |             |                 |                |         |
|               |                  |                         |           | FORCED LABOR<br>SELLER REPRESENTS THAT GOODS PURCHASED UNDER THIS ORDER WERE NOT PRODUCED WITH FORCED LABOR (AS DEFINED IN 19 USC 1307) EITHER BY SELLER OR SELLER'S SUPPLIERS. SELLER SHALL INDEMNIFY BUYER AGAINST ANY LIABILITY BUYER MAY INCUR IF THIS REPRESENTATION IS INCORRECT. (ZR)   |            |               |             |                 |                |         |
|               |                  |                         |           | INVOICES<br>THE SELLER'S INVOICE MUST INCLUDE THE FOLLOWING:<br>PURCHASE ORDER NUMBER<br>RELEASE NUMBER REQUIRED FOR ALL BLANKET ORDERS<br>DELIVER TO INFORMATION<br>REQUESTOR AND ROOM NUMBER OF REQUESTOR<br>ITEM SEQUENCE NUMBER AS SHOWN ON PURCHASE ORDER<br>ITEM IDENTIFICATION NUMBER (IF APPLICABLE)<br>DESCRIPTION<br>QUANTITY<br>PRICE<br>INVOICE APPROVAL NAME AND ADDRESS (IAR)<br>IF APPLICABLE<br>ACCOUNT CLASSIFICATION NUMBER AND PRR NUMBER FOR |            |               |             |                 |                |         |
| 105026        |                  | USER RAUL URBAN         |           |  |            |               |             |                 |                |         |



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248-874-4636

VENDOR NUMBER 14-423-8094

HORIBA AUTOMOTIVE TEST SYSTEMS

TO: 2890 JOHN R RD

PO BOX 1287

TROY MI

48099

INVOICE TO:

US

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NET 2ND DAY OF 2ND MONTH

F.O.B.

DESTINATION UNLESS OTHERWISE INDICATED  
FREIGHT COLLECT

| ITEM<br>SEQUENCE | QUANTITY<br>ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME | DESCRIPTION | REQ<br>NUMBER | DATE REQUIRED | TAX CODE/ % | BASE UNIT PRICE | PRICE<br>MULTIPLE |
|------------------|---------------------|-------------------------|-----------|-------------|---------------|---------------|-------------|-----------------|-------------------|
|------------------|---------------------|-------------------------|-----------|-------------|---------------|---------------|-------------|-----------------|-------------------|

CONTRACT LABOR OR ENGINEERING DESIGN

NOTICE

THE FOLLOWING TELEPHONE NUMBERS ARE STAFFED TO HANDLE  
QUESTIONS CONCERNING INVOICE PAYMENT FOR GENERAL  
MOTORS CORPORATION:

DISBURSEMENT ANALYSIS CONTROL 248-874-4636

MEXICO STAFF ACCOUNTING 011-52-841-54000

THE INVOICE NUMBER AND PURCHASE ORDER/RELEASE NUMBER  
WILL BE REQUIRED FOR THE PERSON TO ASSIST YOU.

FOR SERVICES ONLY

SUBMIT A DUPLICATE COPY TO REQUESTOR FOR APPROVAL.  
PLEASE MARK THIS COPY "RECEIVING SLIP" TO AVOID  
CONFUSION. BOTH COPIES ARE REQUIRED TO PROCESS  
YOUR INVOICE IN A TIMELY MANNER. (ZM)

"DO NOT BILL SALES OR USE TAX ON ITEMS DELIVERED TO  
ALL SHIPPED TO LOCATIONS WITH THE STATES LISTED  
BELOW." GM HOLDS DIRECT PAYMENT AUTHORITY WITH THESE  
STATES. AS A RESULT, IN ALL OF THE IDENTIFIED STATES  
BELOW LISTED GM CORPORATE ENTITIES WILL REMIT  
DIRECTLY TO TAXING AUTHORITIES, ALL SALES OR USE TAX  
LIABILITY RELATED TO ITS PURCHASE AND USE OF TANGIBLE  
PERSONAL PROPERTY AND SERVICES (1). THEREFORE,  
EFFECTIVE IMMEDIATELY, THIS TAX CLAUSE SUPERSEDES ALL

05026 USER RAUL URBAN

ORIGINAL

CONTINUE PAGE 7

PURCHASE

PAGE 6

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| BUYER                      | BUYER    |
| PURCHASING AGENT           |          |

SHIP VIA

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|---|----------------------|-------------------------|-----------|---|------------|---------------|-------------|-----------------|----------------|
| NET   | 2ND DAY OF 2ND MONTH |                         | * * * * * | ONSTAR CORPORATION PERMIT:<br>MICHIGAN #38-3506814<br>* * * * *<br>SATURN CORPORATION PERMITS:<br>MICHIGAN #38-2577506<br>TENNESSEE #100315259<br>* * * * * | * * * * *  | * * * * *     | * * * * *   |                 |                |
| FURTHER, IF THIS ORDER RELATES TO THE CONSTRUCTION CONTRACT FOR REAL PROPERTY, ALL APPLICABLE SALES AND USE TAXES ARE THE RESPONSIBILITY OF THE CONTRACTOR (WITH THE EXCEPTION OF TEXAS), AND SHOULD BE INCLUDED IN THE CONTRACTOR'S BID AS REQUIRED PURSUANT TO SECTION 3.9 AND SECTION R3.2 OF THE GM1638 (05/05) OR SECTION 6 OF THE GM1638A (08/02), UNLESS THE RESPONSIBILITY FOR PAYMENT OF SALES & USE TAXES ARE OTHERWISE SPECIFICALLY OUTLINED IN THE CONTRACT. WITH REFERENCE TO TEXAS: IF THE ORDER RELATES TO A CONSTRUCTION CONTRACT FOR REAL PROPERTY, THE CONTRACTOR SHOULD ISSUE ALL CONTRACTS AS SEPARATED CONTRACTS AND AS SUCH SHOULD NOT INCLUDE SALES TAX IN THE COST OF INCORPORATED MATERIALS OR EQUIPMENT. IN ADDITION, THE CONTRACTOR SHOULD NOT BILL GM (GENERAL MOTORS CORPORATION ONLY) FOR SALES TAX ON THE SEPARATED COSTS OF MATERIAL OR LABOR. GM WILL ACCRUE AND REMIT THE APPROPRIATE SALES TAX |                      |                         |           |   |            |               |             |                 |                |

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ORIGINAL



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INVOICE TO:

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**ORDER: TCS00196**

PAGE 9

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.  
(2) copies of your packing slip must accompany each shipment.  
Item Identification Number(s) must be shown on Packing Slips and Invoices.  
Invoice Attn: Accounts Payable  
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

ORDER DATE 12/11/06  
ALTERNATION ISSUE DATE YY  
ALTERNATION EFFECTIVE DATE  
PHONE: 586-575-1340  
R URBAN  
YY Buyer  
PURCHASING AGENT

PAYMENT TERMS  
2ND DAY OF 2ND MONTH  
FREIGHT COLLECT  
SHIP VIA  
REFER TO WWW.GMSUPPLYPOWER.COM

| ITEM SEQUENCE | QUANTITY ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME | DESCRIPTION  | RFQ NUMBER | DATE REQUIRED | TAX CODE/ % | BASE UNIT PRICE | PRICE MULTIPLE |
|---------------|------------------|-------------------------|-----------|--|------------|---------------|-------------|-----------------|----------------|
|               |                  |                         |           | DIRECTLY TO THE STATE OF TEXAS UNDER THE DIRECT PAY PERMIT.<br>* * * * *<br>ANY QUESTIONS ON THE ABOVE SHOULD BE DIRECTED TO THE FOLLOWING:<br>*<br>DISBURSEMENT SERVICES -<br>CUSTOMER COMMUNICATION CENTER<br>PHONE: (248) 874-4636<br>* * * * *<br>(1) EXCLUDING ALL TELECOMMUNICATIONS SERVICES, HOTELS, AND MEAL PURCHASES. TAX IS TO BE PAID DIRECTLY TO THE SUPPLIER OF THESE ITEMS.<br><br>SPECIAL TERM (US) - GOVERNMENT CONTRACTS<br>*****<br>BUYER SERVES FROM TIME TO TIME AS A CONTRACTOR FOR THE UNITED STATES GOVERNMENT. IF SELLER IS A U.S. ENTITY, SELLER SHALL COMPLY WITH ALL FEDERAL LAWS, RULES, AND REGULATIONS THAT ARE APPLICABLE TO SELLER AS A SUBCONTRACTOR OF GOVERNMENT CONTRACTORS, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO (1) EQUAL EMPLOYMENT OPPORTUNITY (PARAGRAPHS (1) THROUGH (7) OF SECTION 202 OF EXECUTIVE ORDER 11246, AS AMENDED, 41 CFR 60-741.5, 41 CFR 60-250.5); (2) UTILIZATION OF SMALL AND DISADVANTAGED BUSINESS |            |               |             |                 |                |

05026 USER RAUL URBAN

ORIGINAL

CONTINUE PAGE 10



General Motors Corporation

GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
M/C 480-206-180  
WARREN MI  
48090

SHIP TO:

GM - POWERTRAIN GLOBAL HQ  
ENGINEERING BUILDING  
PLANT 13 DOCK 45W  
895 JOSLYN AVE  
PONTIAC MI  
48340-2920

US

VENDOR NUMBER 14-423-8094  
HORIBA AUTOMOTIVE TEST SYSTEMS  
2890 JOHN R RD  
PO BOX 1287  
TROY MI  
48099

INVOICE TO:

IF INVOICE REQUIRED, SEND TO  
PERSON WHO ORDERED MATERIAL  
OR SERVICE.  
CUSTOMER SERVICE NUMBER  
248-874-4636

US

This order is not binding until accepted. Acceptances should be executed on acknowledgment copy which should be returned to Buyer.  
On the reverse side hereof are the terms and conditions to which Seller agrees by acceptance of this order.  
This order, including the terms and conditions on the face and back hereof, contains the complete and final agreement between Buyer and Seller and no other agreement in any way modifying, supplementing or otherwise affecting this order shall be binding upon the Buyer unless made in writing and signed by Buyer's authorized representative.  
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**PURCHASE**

PAGE 10

**ORDER: TCS00196**

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|                           |                     |
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| ORDER DATE<br>12/11/06    | PHONE: 586-575-1340 |
| ALTERATION ISSUE DATE     | R URBAN             |
| ALTERATION EFFECTIVE DATE | YY                  |
|                           | BUYER               |
|                           | PURCHASING AGENT    |

|   |                         |  |            |
|---|-------------------------|--|------------|
| PAYMENT TERMS<br>NET 2ND DAY OF 2ND MONTH |                         | SHIP VIA<br>REFER TO WWW.GMSUPPLYPOWER.COM |            |
| ITEM SEQUENCE                             | ITEM IDENTIFICATION NO. | DESCRIPTION                                | RFQ NUMBER |

| ITEM SEQUENCE | ITEM IDENTIFICATION NO. | DESCRIPTION   | RFQ NUMBER | DATE REQUIRED | TAX CODE/ % | BASE UNIT PRICE | PRICE UNIT MULTIPLE |
|---------------|-------------------------|---|------------|---------------|-------------|-----------------|---------------------|
| 05026         | USER RAUL URBAN         | CONCERNS: FAR SUBPARTS 52.219-8 AND 52.219.9); (3) CONTRACTING WITH BUSINESS CONCERNS OPERATING IN AREAS OF SURPLUS LABOR (41 CFR 1-1.805); AND (4) CONTRACTING WITH WOMEN-OWNED BUSINESS CONCERNS (EXECUTIVE ORDER 12138). (4Z) 10-29-03 |            |               |             |                 |                     |
|               |                         | TERMS AND CONDITIONS SEPTEMBER 2004, APPLY OF WHICH SUPPLIER HAS RECEIVED A COPY.   |            |               |             |                 |                     |

ORIGINAL

1ST PAGE

Amendment 1

00196



General Motors Corporation

GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
FAX 602-797-6053  
WARREN MI  
48090

SHIP TO:

GM - POWERTRAIN GLOBAL HQ  
ENGINEERING BUILDING  
PLANT 13 DOCK 45W  
895 JOSLYN AVE  
PONTIAC MI  
48340-2920

US

VENDOR NUMBER 14-423-8094  
HORIBA AUTOMOTIVE TEST SYSTEMS  
2890 JOHN R RD  
TROY MI  
48099

TO:

INVOICE TO:

INVOICE FOR SERVICE, MACHINERY  
& EQUIP ONLY. QUESTIONS TO:  
CUSTOMER SERVICE 248 874-4636  
MAIL INVOICE: GM FSS ABP  
PO BOX 63490, PHOENIX AZ  
85082-3490

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## PURCHASE

PAGE 1

ORDER: TCS00196 001  
## ALTERNATION ##

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ALTERNATION ISSUE DATE 06/27/07  
ALTERNATION EFFECTIVE DATE 06/27/07  
PHONE: 586-575-1340  
R URBAN  
YY Buyer  
PURCHASING AGENT

## PAYMENT TERMS

NET 2ND DAY OF 2ND MONTH

F.O.B. DESTINATION UNLESS OTHERWISE INDICATED

FREIGHT COLLECT

SHIP VIA

REFER TO WWW.GMSUPPLYPOWER.COM

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| ITEM<br>SEQUENCE | QUANTITY<br>ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME   | DESCRIPTION                    | RFQ<br>NUMBER | DATE REQUIRED | TAX CODE/ % | BASE UNIT PRICE | PRICE<br>MULTIPLE |
|------------------|---------------------|-------------------------|---|--------------------------------|---------------|---------------|-------------|-----------------|-------------------|
| 00004            | 62                  | PR398910 001            | ## SPOT BUY TCS00196  | HAS BEEN ALTERED AS FOLLOWS ## |               |               |             |                 |                   |
|                  |                     |                         | THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY<br>USD DOLLAR (UNITED STATES)  |                                |               |               |             |                 |                   |
|                  |                     |                         | ALT MADE AS PER PR398910 LINKED TO PR137565<br>REF MP2700531457 HORIBA QUOTE DATED JUNE 18,2007<br>GM TERMS & CONDITIONS REMAIN   |                                |               |               |             |                 |                   |
|                  |                     |                         | ## THIS ITEM HAS BEEN ADDED ##  | 08/15/07 C 0.00%               |               |               |             |                 |                   |
|                  |                     |                         | F2I 2004089 WHEEL QD MACHINE SIDE<br>DAVID GUNNELS 586-709-3326<br>DELIVER TO: DAVE GUNNELS<br>895 JOSLYN AVE<br>PONTIAC, MI 48340<br>WHO ORDERED: GUNNELS 586-709-3326 |                                |               |               |             |                 |                   |
| 00005            | 124                 | PR398910 002            | ## THIS ITEM HAS BEEN ADDED ##  | 08/15/07 C 0.00%               |               |               |             |                 |                   |
|                  |                     |                         | F2I 2003518 WHEEL QD SHAFT SIDE<br>DAVID GUNNELS 586-709-3326<br>WHO ORDERED: GUNNELS 586-709-3326  |                                |               |               |             |                 |                   |
|                  |                     |                         | 2500.0000   |                                |               |               |             |                 |                   |

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0004957 USER RAUL URBAN

ORIGINAL

CONTINUE PAGE

2





General Motors Corporation

GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
FAX 602-797-6053  
WARREN MI  
48090

SHIP TO:

GM - POWERTRAIN GLOBAL HQ  
ENGINEERING BUILDING  
PLANT 13 DOCK 45W  
895 JOSLYN AVE  
PONTIAC MI  
48340-2920

US

VENDOR NUMBER 14-423-8094  
HORIBA AUTOMOTIVE TEST SYSTEMS  
2890 JOHN R RD  
TROY MI  
48099

INVOICE TO:

US  
INVOICE FOR SERVICE, MACHINERY  
& EQUIP ONLY. QUESTIONS TO:  
CUSTOMER SERVICE 248 874-4636  
MAIL INVOICE: GM FSS ABP  
PO BOX 63490, PHOENIX AZ  
85082-3490

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# PURCHASE

PAGE 3

ORDER: TCS00196 001  
ALTERNATION ##

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|                                       |                                |
|---------------------------------------|--------------------------------|
| ORDER DATE<br>12/11/06                | PHONE: 586-575-1340<br>R URBAN |
| ALTERATION ISSUE DATE<br>06/27/07     | YY Buyer                       |
| ALTERATION EFFECTIVE DATE<br>06/27/07 | PURCHASING AGENT               |

## PAYMENT TERMS

NET 2ND DAY OF 2ND MONTH

F.O.B. DESTINATION UNLESS OTHERWISE INDICATED

FREIGHT COLLECT

SHIP VIA

REFER TO WWW.GMSUPPLYPOWER.COM

| ITEM SEQUENCE | QUANTITY ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME                      | DESCRIPTION  | RFQ NUMBER | DATE REQUIRED | TAX CODE/ % | BASE UNIT PRICE | PRICE MULTIPLE |
|---------------|------------------|-------------------------|--------------------------------|--|------------|---------------|-------------|-----------------|----------------|
| 00010         | 32               | PR398910 007            | ## THIS ITEM HAS BEEN ADDED ## | 2003521 6/6-BOLT WHEEL-HUB ADAPTERS<br>DAVID GUNNELS 586-709-3326<br>WHO ORDERED: GUNNELS 586-709-3326 |            | 08/15/07      | C 0.00%     | 356.2500        |                |
| 00011         | 16               | PR398910 008            | ## THIS ITEM HAS BEEN ADDED ## | 2003522 8-BOLT WHEEL-HUB ADAPTERS<br>DAVID GUNNELS 586-709-3326<br>WHO ORDERED: GUNNELS 586-709-3326   |            | 08/15/07      | C 0.00%     | 356.2500        |                |
| 00012         | 5                | PR398910 009            | ## THIS ITEM HAS BEEN ADDED ## | INDUSTRIAL PROP-SHAFT LARGE SPLINE<br>DAVID GUNNELS 586-709-3326<br>WHO ORDERED: GUNNELS 586-709-3326  |            | 08/15/07      | C 0.00%     | 1487.5000       |                |
| 00013         | 9                | PR398910 010            | ## THIS ITEM HAS BEEN ADDED ## | INDUSTRIAL PROP-SHAFT SMALL SPLINE<br>DAVID GUNNELS 586-709-3326<br>WHO ORDERED: GUNNELS 586-709-3326  |            | 08/15/07      | C 0.00%     | 1487.5000       |                |

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CONTINUE PAGE 4

09-50026-mg

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ON Pg 15 of 60



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GLOBAL PURCHASING  
30009 VAN DYKE  
FAX 602-797-6053  
WARREN MI  
48090

US

VENDOR NUMBER 14-423-8094  
HORIBA AUTOMOTIVE TEST SYSTEMS  
2890 JOHN R RD  
PO BOX 1287  
TROY MI  
48099

TO:

SHIP TO:

GM - POWERTRAIN GLOBAL HQ  
ENGINEERING BUILDING  
PLANT 13 DOCK 45W  
895 JOSLYN AVE  
PONTIAC MI  
48340-2920

US  
INVOICE FOR SERVICE, MACHINERY  
& EQUIP ONLY. QUESTIONS TO:  
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PAGE 4

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PHONE: 586-575-1340  
R URBAN  
YY Buyer  
PURCHASING AGENT

SHIP VIA  
REFER TO WWW.GMSUPPLYPOWER.COM

F.O.B. DESTINATION UNLESS OTHERWISE INDICATED  
FREIGHT COLLECT

PAYMENT TERMS  
NET 2ND DAY OF 2ND MONTH

| ITEM SEQUENCE | QUANTITY ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME                        | DESCRIPTION   | REQ. NUMBER | DATE REQUIRED | TAX CODE/ % | BASE UNIT PRICE | PRICE MULTIPLE |
|---------------|------------------|-------------------------|----------------------------------|---|-------------|---------------|-------------|-----------------|----------------|
| 00014         | 5                | PR398910 011            | ### THIS ITEM HAS BEEN ADDED ### | INDUSTRIAL PROP-SHAFT FLANGE GEARBOX<br>DAVID GUNNELS 586-709-3326<br>WHO ORDERED: GUNNELS 586-709-3326       |             | 08/15/07      | C 0.00%     | 1487.5000       |                |
| 00015         | 6                | PR398910 012            | ### THIS ITEM HAS BEEN ADDED ### | INDUSTRIAL AXLE HALF-SHAFT FOR 2:1 GEARBOX<br>DAVID GUNNELS 586-709-3326<br>WHO ORDERED: GUNNELS 586-709-3326 |             | 08/15/07      | C 0.00%     | 812.5000        |                |
| 00016         | 10               | PR398910 013            | ### THIS ITEM HAS BEEN ADDED ### | FLEX-DISK COUPLING FOR SOLID AXLES<br>DAVID GUNNELS 586-709-3326<br>WHO ORDERED: GUNNELS 586-709-3326         |             | 08/15/07      | C 0.00%     | 6612.5000       |                |
| 00017         | 6                | PR398910 014            | ### THIS ITEM HAS BEEN ADDED ### | INDUSTRIAL CV DRIVE SHAFT AND ADAPTERS<br>DAVID GUNNELS 586-709-3326<br>WHO ORDERED: GUNNELS 586-709-3326     |             | 08/15/07      | C 0.00%     | 3876.1600       |                |

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GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
FAX 602-797-6053  
WARREN MI  
48090

SHIP TO:

GM - POWERTRAIN GLOBAL HQ  
ENGINEERING BUILDING  
PLANT 13 DOCK 45W  
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PONTIAC MI  
48340-2920

US

VENDOR NUMBER 14-423-8094  
HORIBA AUTOMOTIVE TEST SYSTEMS  
2890 JOHN R RD  
TROY MI  
48099

TO:

INVOICE TO:

US  
INVOICE FOR SERVICE, MACHINERY  
& EQUIP ONLY. QUESTIONS TO:  
CUSTOMER SERVICE 248 874-4636  
MAIL INVOICE: GM FSS ABP  
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PHONE: 586-575-134C  
R URBAN  
YY Buyer

PURCHASING AGENT

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Pg 17 of 60

00018 6 PR398910 015  
00019 20 PR398910 016  
00020 25 PR398910 017  
00021 6 PR398910 018

| ITEM SEQUENCE | QUANTITY ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME                        | DESCRIPTION  | RFQ NUMBER | DATE REQUIRED | TAX CODE/ % | BASE UNIT PRICE | PRICE MULTIPLE |
|---------------|------------------|-------------------------|----------------------------------|--|------------|---------------|-------------|-----------------|----------------|
| 00018         | 6                | PR398910 015            | ### THIS ITEM HAS BEEN ADDED ### | HORSE COLLARS AND SPACERS<br>DAVID GUNNELS 586-709-3326<br>WHO ORDERED: GUNNELS 586-709-3326               |            | 08/15/07      | C 0.00%     | 12187.5000      |                |
| 00019         | 20               | PR398910 016            | ### THIS ITEM HAS BEEN ADDED ### | ADAPTERS PLATES FOR HORSE COLLARS<br>DAVID GUNNELS 586-709-3326<br>WHO ORDERED: GUNNELS 586-709-3326       |            | 08/15/07      | C 0.00%     | 1612.5000       |                |
| 00020         | 25               | PR398910 017            | ### THIS ITEM HAS BEEN ADDED ### | SPACERS / HOCKEY PUCKS<br>DAVID GUNNELS 586-709-3326<br>WHO ORDERED: GUNNELS 586-709-3326                  |            | 08/15/07      | C 0.00%     | 987.5000        |                |
| 00021         | 6                | PR398910 018            | ### THIS ITEM HAS BEEN ADDED ### | 53008T-051 INTERMEDIATE BEARING SUPPORT<br>DAVID GUNNELS 586-709-3326<br>WHO ORDERED: GUNNELS 586-709-3326 |            | 08/15/07      | C 0.00%     | 1125.0000       |                |

0004957 USER RAUL URBAN

ORIGINAL

CONTINUE PAGE 6



General Motors Corporation

GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
FAX 602-797-6053  
WARREN MI  
48090

SHIP TO:

GM - POWERTRAIN GLOBAL HQ  
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## PURCHASE

PAGE 6

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YY Buyer  
PURCHASING AGENT

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NET 2ND DAY OF 2ND MONTH

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FREIGHT COLLECT

SHIP VIA

REFER TO WWW.GMSUPPLYPOWER.COM

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|---------------|------------------|-------------------------|-----------|-------------|------------|---------------|-------------|-----------------|----------------|

|       |    |              |                                  |  |          |   |       |           |  |
|-------|----|--------------|----------------------------------|--|----------|---|-------|-----------|--|
| 00022 | 2  | PR398910 019 | ### THIS ITEM HAS BEEN ADDED ### | SHAFTS FOR COLD CHAMBER MOUNT (INPUT)<br>DAVID GUNNELS 586-709-3326<br>WHO ORDERED: GUNNELS 586-709-3326         | 08/15/07 | C | 0.00% | 3875.0000 |  |
| 00023 | 2  | PR398910 020 | ### THIS ITEM HAS BEEN ADDED ### | INPUT INDUSTRIAL CV DRIVE SHAFT AND ADAPTERS<br>DAVID GUNNELS 586-709-3326<br>WHO ORDERED: GUNNELS 586-709-3326  | 08/15/07 | C | 0.00% | 6612.5000 |  |
| 00024 | 2  | PR398910 021 | ### THIS ITEM HAS BEEN ADDED ### | OUTPUT INDUSTRIAL CV DRIVE SHAFT AND ADAPTERS<br>DAVID GUNNELS 586-709-3326<br>WHO ORDERED: GUNNELS 586-709-3326 | 08/15/07 | C | 0.00% | 6612.5000 |  |
| 00025 | 62 | PR398910 022 | ### THIS ITEM HAS BEEN ADDED ### | 2003721 ENGINE QD MACHINE SIDE<br>DAVID GUNNELS 586-709-3326<br>WHO ORDERED: GUNNELS 586-709-3326                | 08/15/07 | C | 0.00% | 4962.5000 |  |

0004957 USER RAUL URBAN

ORIGINAL

CONTINUE PAGE 7





General Motors Corporation

GENERAL MOTORS CORPORATION

GLOBAL PURCHASING

30009 VAN DYKE

FAX 602-797-6053

WARREN MI

48090

SHIP TO:

GM - POWERTRAIN GLOBAL HQ

ENGINEERING BUILDING

PLANT 13 DOCK 45W

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INVOICE FOR SERVICE, MACHINERY

& EQUIP ONLY. QUESTIONS TO:

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On the reverse side hereof are the terms and conditions to which Seller agrees by acceptance of this order.

This order, including the terms and conditions on the reverse side hereof, contains the complete and final

agreement between Buyer and Seller and no other agreement is intended.

It is understood that the Buyer's acceptance of this order constitutes an agreement to be bound by the

terms and conditions of this order.

If Government Contract Number is Shown Hereon, additional Terms and Conditions

Attached Hereto Apply.

INVOICE TO:

VENDOR NUMBER 14-423-8094

HORIBA AUTOMOTIVE TEST SYSTEMS

2890 JOHN R RD

TO: PO BOX 1287

TROY MI

48099

PAYMENT TERMS

NET 2ND DAY OF 2ND MONTH

F.O.B. DESTINATION UNLESS OTHERWISE INDICATED

FREIGHT COLLECT

SHIP VIA

REFER TO WWW.GMSUPPLYPOWER.COM

00030 00031 00032

ITEM SEQUENCE

QUANTITY ORDERED

ITEM IDENTIFICATION NO.

NOUN NAME

DESCRIPTION

RFQ NUMBER

DATE REQUIRED

TAX CODE/ %

BASE UNIT PRICE

PRICE MULTIPLE

00030 9 PR398910 027

## THIS ITEM HAS BEEN ADDED ##  
2003613 ENGINE SHAFT #5 (1610-0.90 DIESEL)  
DAVID GUNNELS 586-709-3326  
WHO ORDERED: GUNNELS 586-709-3326

08/15/07 C 0.00%

3362.5000

00031 4 PR398910 028

## THIS ITEM HAS BEEN ADDED ##  
INDUSTRIAL SHAFT (SOLID CARDIAN)  
DAVID GUNNELS 586-709-3326  
WHO ORDERED: GUNNELS 586-709-3326

08/15/07 C 0.00%

3876.1600

00032 5 PR398910 029

## THIS ITEM HAS BEEN ADDED ##  
CONDITIONING SYSTEM MODIFICATIONS ADD BALL VALVE,  
MELTRIC CONNECTOR WITH PIG TAIL, AND CASTERS  
DAVID GUNNELS 586-709-3326  
WHO ORDERED: GUNNELS 586-709-3326

08/15/07 C 0.00%

3488.7500

0004957 USER RAUL URBAN

ORIGINAL

LAST PAGE

PURCHASE

PAGE

8

ORDER: TCS00196 001

## ALTERNATE #

This Number Must Appear On All Invoices, Packing Slips,

Packages and Bills of Lading.

(2) copies of your packing slip must accompany each shipment.

Item Identification Number(s) must be shown on Packing Slips or

Invoices.

Invoice Attn: Accounts Payable

Do not Declare Valuation of Express Shipments or Insure Parcel

Post.

ORDER DATE 12/11/06

ALTERNATION ISSUE DATE 06/27/07

ALTERNATION EFFECTIVE DATE 06/27/07

PHONE: 586-575-1340

R URBAN

YY Buyer

PURCHASING AGENT

09-50026-mg

Doc 883-4

Filed 06/12/09

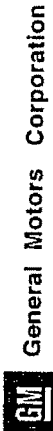
Entered 06/12/09 16:58:20

Exhibit C

ON Pg 20 of 60

Amendment 2

00196



General Motors Corporation

GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
FAX 602-797-6053  
WARREN MI  
48090

SHIP TO:

GM - POWERTRAIN GLOBAL HQ  
ENGINEERING BUILDING  
PLANT 13 DOCK 45W  
895 JOSLYN AVE  
PONTIAC MI  
48340-2920

US

VENDOR NUMBER 14-423-8094  
HORIZA AUTOMOTIVE TEST SYSTEMS  
TO: 2890 JOHN R RD  
TROY MI  
48099

INVOICE TO:

INVOICE FOR SERVICE, MACHINERY  
& EQUIP ONLY. QUESTIONS TO:  
CUSTOMER SERVICE 248 874-4636  
MAIL INVOICE: GM FSS ABP  
PO BOX 63490, PHOENIX AZ  
85082-3490

US

This order is not binding until accepted. Acceptance should be indicated on acknowledgment copy which should be returned to Buyer.  
This order is a legal document and its terms and conditions are hereby agreed to by the Buyer. The Buyer agrees to accept the terms and conditions of this order.  
This order, including the terms and conditions, is hereby agreed to by the Buyer. The Buyer agrees to accept the terms and conditions of this order.  
If Government Contract Number is shown hereon, additional Terms and Conditions Attached Hereto Apply.

# PURCHASE

PAGE 1

ORDER: TCS00196 002

### A L T E R A T I O N ###

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.  
(2) copies of your packing slip must accompany each shipment.  
Item Identification Number(s) must be shown on Packing Slips and Invoices.  
Invoice Attn: Accounts Payable  
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

|                       |          |                     |
|-----------------------|----------|---------------------|
| ORDER DATE            | 12/11/06 | PHONE: 586-575-1340 |
| ALTERATION ISSUE DATE | 12/11/07 | R URBAN             |
| ALTERATION EFFECTIVE  | 12/11/07 | YY                  |
| SHIP VIA              |          | BUYER               |
| PURCHASING AGENT      |          |                     |

REFER TO WWW.GMSUPPLYPOWER.COM

| ITEM SEQUENCE   | QUANTITY ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME | DESCRIPTION | RFO NUMBER | DATE REQUIRED | TAX CODE / % | BASE UNIT PRICE | PRICE MULTIPLE | UNIT OF MEASURE |
|---|------------------|-------------------------|-----------|-------------|------------|---------------|--------------|-----------------|----------------|-----------------|
| F.O.B DESTINATION UNLESS OTHERWISE INDICATED          |                  |                         |           |             |            |               |              |                 |                |                 |
| FREIGHT COLLECT                                       |                  |                         |           |             |            |               |              |                 |                |                 |
| ### SPOT BUY TCS00196 HAS BEEN ALTERED AS FOLLOWS ### |                  |                         |           |             |            |               |              |                 |                |                 |
| THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY        |                  |                         |           |             |            |               |              |                 |                |                 |
| USD DOLLAR (UNITED STATES)                            |                  |                         |           |             |            |               |              |                 |                |                 |
| ALT MADE AS PER PR793655, REF CHANGE REQUEST 159      |                  |                         |           |             |            |               |              |                 |                |                 |
| ### THIS ITEM HAS BEEN ADDED ###                      |                  |                         |           |             |            |               |              |                 |                |                 |
| 07/01/08 C 0.00%                                      |                  |                         |           |             |            |               |              |                 |                |                 |
| HYDRAULIC QUICK DISCONNECT SYSTEM ON NF5 DYNO         |                  |                         |           |             |            |               |              |                 |                |                 |
| DAVID GUNNELS (586) 709-3326                          |                  |                         |           |             |            |               |              |                 |                |                 |
| DELIVER TO: DAVE GUNNELS                              |                  |                         |           |             |            |               |              |                 |                |                 |
| 895 JOSLYN AVE  |                  |                         |           |             |            |               |              |                 |                |                 |
| PONTIAC, MI 48340                                     |                  |                         |           |             |            |               |              |                 |                |                 |
| WHO ORDERED: (586) 709-3326                           |                  |                         |           |             |            |               |              |                 |                |                 |
| ### THIS ITEM HAS BEEN ADDED ###                      |                  |                         |           |             |            |               |              |                 |                |                 |
| 07/01/08 C 0.00%                                      |                  |                         |           |             |            |               |              |                 |                |                 |
| ELECTRICAL QUICK DISCONNECT SYSTEM ON NF5 DYNO        |                  |                         |           |             |            |               |              |                 |                |                 |
| DAVID GUNNELS (586) 709-3326                          |                  |                         |           |             |            |               |              |                 |                |                 |
| WHO ORDERED: (586) 709-3326                           |                  |                         |           |             |            |               |              |                 |                |                 |
| 00033   | 1                | PR793655 001            |           |             |            |               |              | 3321.0000       |                | EA              |
| 00034   | 1                | PR793655 002            |           |             |            |               |              | 39662.0000      |                | EA              |

RECEIVED DEC 18 2007

0005069 USER RAUL URBAN

ORIGINAL

LAST PAGE

CHMM08 4/93

Original PO

12138



General Motors Corporation

GLOBAL PURCHASING  
30009 VAN DYKE  
FAX 602-797-6053  
WARREN MI  
48090

SHIP TO:

GM - POWERTRAIN GLOBAL HQ  
ENGINEERING BUILDING  
PLANT 13 DOCK 45W  
895 JOSLYN AVE  
PONTIAC MI  
48340-2920

US

VENDOR NUMBER 14-423-8094  
HORIBA AUTOMOTIVE TEST SYSTEMS  
TO: 2890 JOHN R RD  
TROY MI  
48099

INVOICE TO:

& EQUIP ONLY. QUESTIONS TO:  
CUSTOMER SERVICE 248 874-4636  
MAIL INVOICE: GM FSS ABP  
PO BOX 63490, PHOENIX AZ  
85082-3490

US

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned in flight.  
On the reverse, the terms and conditions to which the order is subject by acceptance of this order.  
The order, including the terms and conditions on the face and reverse side hereof, contains the entire and final agreement between the parties and no other agreement, oral or written, shall be binding upon the Buyer unless made in writing and signed by the Buyer.  
If Government Contract Number is shown hereon, additional terms, conditions and conditions attached hereto apply.

# PURCHASE ORDER: TCS12138

PAGE 1

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.  
(2) copies of your packing slip must accompany each shipment.  
Item Identification Number(s) must be shown on Packing Slips and Invoices.  
Invoice Attn: Accounts Payable  
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

|                           |          |                     |
|---------------------------|----------|---------------------|
| ORDER DATE                | 10/24/07 | PHONE: 586-575-1340 |
| ALTERATION ISSUE DATE     | YY       | R URBAN             |
| ALTERATION EFFECTIVE DATE |          | BUYER               |
| PURCHASING AGENT          |          |                     |

|               |                           |                                |  |
|---------------|---------------------------|--------------------------------|--|
| PAYMENT TERMS |                           | SHIP VIA                       |  |
| NET           | 2ND DAY/2ND MTH-10% HLDBK | REFER TO WWW.GMSUPPLYPOWER.COM |  |

| ITEM SEQUENCE   | QUANTITY ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME | DESCRIPTION | REQ NUMBER | DATE REQUIRED | TAX CODE / % | BASE UNIT PRICE | PRICE MULTIPLE | UNIT OF MEASURE |
|---|------------------|-------------------------|-----------|-------------|------------|---------------|--------------|-----------------|----------------|-----------------|
| THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY<br>USD DOLLAR (UNITED STATES)  |                  |                         |           |             |            |               |              |                 |                |                 |
| <p>IMPORTANT NOTICE: EFF. JAN 13/06 SIGNIFICANT CHANGES HAVE BEEN MADE TO THE GMNA SHIPPING INSTRUCTIONS. PLEASE REVIEW FOR CARRIER UPDATES. NON-COMPLIANCE TO THESE INSTRUCTIONS MAY RESULT IN FREIGHT CHARGES BEING DEBITED BACK TO THE SUPPLIER.</p> <p>SHIPPING INSTRUCTIONS CAN BE FOUND AT WWW.GMSUPPLYPOWER.COM UNDER GM LINKS / LOGISTICS SHIPPING INFORMATION YOU MUST LOGIN IN AS A USER TO ACCESS THIS INFORMATION. TO REGISTER AS A USER TO SUPPLY POWER FOLLOW THE REGISTRATION INSTRUCTIONS ON THE HOME PAGE OF SUPPLY POWER OR CALL 866-756-0692.</p> <p>SUPPLIER HELP DESK FOR GM INDIRECT/MACHINERY AND EQUIPMENT PURCHASING AVAILABLE DURING DETROIT BUSINESS HOURS AT 1-888-376-6115 AND ON-LINE AT IMEHELPDESK@GM.COM</p> <p>QUESTIONS RELATED TO PAYMENT ISSUES, PLEASE CONTACT DISBURSEMENTS AT 248-874-4636.</p> |                  |                         |           |             |            |               |              |                 |                |                 |
| <p>NOV 07 2007</p>  |                  |                         |           |             |            |               |              |                 |                |                 |

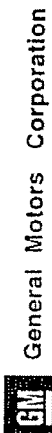
A005245 USER RAUL URBAN

ORIGINAL

CONTINUE PAGE 2

CHMM08 4/93





General Motors Corporation

GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
FAX 602-797-6053  
WARREN MI  
48090

SHIP TO:

GM - POWERTRAIN GLOBAL HQ  
ENGINEERING BUILDING  
PLANT 13 DOCK 45W  
895 JOSLYN AVE  
PONTIAC MI  
48340-2920

US

VENDOR NUMBER 14-423-8094  
HORIBA AUTOMOTIVE TEST SYSTEMS  
TO: 2890 JOHN R RD  
TROY MI  
48099

INVOICE TO:

INVOICE FOR SERVICE, MACHINERY  
& EQUIP ONLY. QUESTIONS TO:  
CUSTOMER SERVICE 248 874-4636  
MAIL INVOICE: GM PSS ABP  
PO BOX 63490, PHOENIX AZ  
85082-3490

US

This order is not binding until accepted. Acceptance should be evidenced on acknowledgment copy which should be returned to Buyer.  
This order is subject to the terms and conditions in which Seller agrees by acceptance of this order.  
This order is subject to the terms and conditions in which Buyer agrees by acceptance of this order.  
The binding of this order is subject to the terms and conditions in which Buyer agrees by acceptance of this order.  
If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Herein Apply.

# PURCHASE ORDER: TCS12138

PAGE 2

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.  
(2) copies of your packing slip must accompany each shipment.  
Item Identification Number(s) must be shown on Packing Slips and Invoices.  
Invoice Attn: Accounts Payable  
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

|                           |                     |
|---------------------------|---------------------|
| ORDER DATE<br>10/24/07    | PHONE: 586-575-1340 |
| ALTERATION ISSUE DATE     | R URBAN             |
| ALTERATION EFFECTIVE DATE | YY                  |
| PURCHASING AGENT          |                     |

SHIP VIA  
REFER TO WWW.GMSUPPLYPOWER.COM

| ITEM SEQUENCE  | QUANTITY ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME | DESCRIPTION  | RFO NUMBER | DATE REQUIRED | TAX CODE / % | BASE UNIT PRICE | PRICE MULTIPLE | UNIT OF MEASURE |
|--|------------------|-------------------------|-----------|--|------------|---------------|--------------|-----------------|----------------|-----------------|
| 00001  | 659750           | PRKX1500 001            |           | UNLESS OTHERWISE INDICATED IN THIS RFQ, SELLER IS REQUIRED TO HAVE ELECTRONIC DATA INTERCHANGE CAPABILITY WORLDWIDE. |            |               |              | 1.0000          |                | EA              |
| <p>REF MP1000536838 GMPT PONTIAC HYBRID PTC TEST STAND</p> <p>PR-KX1500 SYSTEM INTEGRATION SERVICES SOR REV 4</p> <p>DATED AUGUST 8, 2007</p> <p>ENGINEERING DESIGN, BUILD &amp; VALIDATE OF ONE HYBRID E-MOTOR PTC DURABILITY TEST STAND PROVIDE FACILITY REQUIREMENTS FOR TEST ROOM DESIGN FOR INSTALLING 12 TEST STANDS</p> <p>JAMES CALLIS 586-709-5893</p> <p>DELIVER TO: JAMES CALLIS</p> <p>895 JOSLYN</p> <p>PONTIAC, MICHIGAN 48340</p> <p>ATTN: JIM CALLIS, 586-709-5893</p> <p>CONTACT JIM CALLIS PRIOR TO SHIPMENT</p> <p>WHO ORDERED: CALLIS 586-709-5893</p> <p>CUSTOMS-TRADE PARTNERSHIP AGAINST TERRORISM (C-TPAT) CONTRACT CLAUSE</p> |                  |                         |           |  |            |               |              |                 |                |                 |

A005245 USER RAUL URBAN

ORIGINAL

CONTINUE PAGE 3

CHAM08 4/93

General Motors Corporation



GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
FAX 602-797-6053  
WARREN MI  
48090

SHIP TO:

GM - POWERTRAIN GLOBAL HQ  
ENGINEERING BUILDING  
PLANT 13 DOCK 45W  
895 JOSLYN AVE  
PONTIAC MI  
48340-2920

US

INVOICE FOR SERVICE, MACHINERY  
& EQUIP ONLY. QUESTIONS TO:  
CUSTOMER SERVICE 248 874-4636  
MAIL INVOICE: GM FSS ABP  
PO BOX 63490, PHOENIX AZ  
85082-3490

VENDOR NUMBER 14-423-8094  
HORIBA AUTOMOTIVE TEST SYSTEMS

TO: 2890 JOHN R RD  
PO BOX 1287  
TROY MI  
48099

INVOICE TO:

CUSTOMER SERVICE 248 874-4636  
MAIL INVOICE: GM FSS ABP  
PO BOX 63490, PHOENIX AZ  
85082-3490

US

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer.  
The seller warrants that the goods and conditions to which Seller agrees by acceptance of this order.  
The goods shall be delivered to the Buyer in the condition and quantity specified in the order. The goods shall be delivered to the Buyer in the condition and quantity specified in the order.  
The goods shall be delivered to the Buyer in the condition and quantity specified in the order. The goods shall be delivered to the Buyer in the condition and quantity specified in the order.  
If Government Contract Number is Shown Herein, additional Terms and Conditions Attached Hereto Apply.

PAYMENT TERMS

NET 2ND DAY/2ND MTH-10% HLDBK

FOB DESTINATION UNLESS OTHERWISE INDICATED  
FREIGHT COLLECT

SHIP VIA  
REFER TO WWW.GMSUPPLYPOWER.COM

| ITEM<br>SEQUENCE | QUANTITY<br>ORDERED | ITEM IDENTIFICATION NO. | ITEM NAME | DESCRIPTION   | REQ<br>NUMBER | DATE REQUIRED | TAX CODE / % | PRICE<br>MULTIPLE | UNIT OF<br>MEASURE |
|------------------|---------------------|-------------------------|-----------|---|---------------|---------------|--------------|-------------------|--------------------|
|                  |                     |                         |           | <b>SPECIAL TERM (U.S.) - C-TPAT</b>   |               |               |              |                   |                    |
|                  |                     |                         |           | FOR SELLER'S GOODS TO BE IMPORTED INTO THE UNITED STATES, SELLER SHALL COMPLY WITH ALL APPLICABLE RECOMMENDATIONS OR REQUIREMENTS OF THE UNITED STATES CUSTOMS SERVICE'S CUSTOM-TRADE PARTNERSHIP AGAINST TERRORISM (C-TPAT) INITIATIVE (FOR INFORMATION GO TO HTTP://WWW.CUSTOMS.USTREAS.GOV/ENFORCEMENT/TPAT.HTM). AT BUYER'S OR THE CUSTOMS SERVICE'S REQUEST, SELLER SHALL CERTIFY IN WRITING ITS COMPLIANCE WITH THE FOREGOING. SELLER SHALL INDEMNIFY AND HOLD BUYER HARMLESS FROM AND AGAINST ANY LIABILITY, CLAIMS, DEMANDS OR EXPENSES (INCLUDING ATTORNEY'S OR OTHER PROFESSIONAL FEES) ARISING FROM OR RELATING TO SELLER'S NONCOMPLIANCE. (AT 6/20/02) (AT) |               |               |              |                   |                    |
|                  |                     |                         |           | <b>RIGHT TO AUDIT</b><br>BY ACCEPTANCE OF A PURCHASE ORDER THE SELLER OF GOODS AND/OR SERVICES GRANTS BUYER THE RIGHT TO AUDIT ALL CHARGES AND AGREES THAT ALL RECORDS SUPPORTING CHARGES (INCLUDING THOSE OF SUBSIDIARIES AND AFFILIATES TO WHOM WORK HAS BEEN CONTRACTED) WILL BE AVAILABLE FOR AUDIT BY GENERAL MOTORS CORPORATION FOR A PERIOD OF THREE (3) YEARS BEYOND FINAL PAYMENT.   |               |               |              |                   |                    |

A005245 USER RAUL URBAN

ORIGINAL

CONTINUE PAGE 4

CHAM08 4/93

**PURCHASE**  
**ORDER: TCS12138**

PAGE 3

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.  
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Item Identification Number(s) must be shown on Packing Slips and Invoices.  
Invoice Attn: Accounts Payable  
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

|                             |                     |
|-----------------------------|---------------------|
| ORDER DATE<br>10/24/07      | PHONE: 586-575-1340 |
| ALTERATION ISSUE DATE<br>YY | R URBAN             |
| ALTERATION EFFECTIVE DATE   | Buyer               |
| PURCHASING AGENT            |                     |

**General Motors Corporation**

GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
FAX 602-797-6053  
WARREN MI  
48090

SHIP TO:

GM - POWERTRAIN GLOBAL HQ  
ENGINEERING BUILDING  
PLANT 13 DOCK 45W  
895 JOSLYN AVE  
PONTIAC MI  
48340-2920

US

VENDOR NUMBER 14-423-8094  
HORIBA AUTOMOTIVE TEST SYSTEMS  
TO: 2890 JOHN R RD  
TROY MI  
48099

INVOICE TO:

INVOICE FOR SERVICE, MACHINERY  
& EQUIP ONLY. QUESTIONS TO:  
CUSTOMER SERVICE 248 874-4636  
MAIL INVOICE: GM FSS ABP  
PO BOX 63490, PHOENIX AZ  
85082-3490

US

This order is not binding until accepted. Acceptance should be evidenced on acknowledgment copy, which should be returned to the Buyer. This order is based on the terms and conditions in which the Buyer agrees to acceptance of this order. The order, including the terms and conditions, shall constitute the entire agreement between the Buyer and Seller and no other agreement in any way modifying any of the terms and conditions shall be binding upon the Buyer unless made in writing and signed by the Buyer's authorized representative. If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Herein Apply.

|               |                           |                                |           |
|---------------|---------------------------|--------------------------------|-----------|
| PAYMENT TERMS |                           | SHIP VIA                       |           |
| NET           | 2ND DAY/2ND MTH-10% HLDBK | REFER TO WWW.GMSUPPLYPOWER.COM |           |
| ITEM SEQUENCE | QUANTITY ORDERED          | ITEM IDENTIFICATION NO.        | NOUN NAME |

| ITEM SEQUENCE | QUANTITY ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME | DESCRIPTION  | RFO NUMBER | DATE REQUIRED | TAX CODE / % | PRICE UNIT PRICE | PRICE MULTIPLE | UNIT OF MEASURE |
|---------------|------------------|-------------------------|-----------|--|------------|---------------|--------------|------------------|----------------|-----------------|
|               |                  |                         |           | ***** CHANGE ORDER PROCESS *****<br>*** ENGINEER/SUPPLIER AGREE ON NECESSARY CHANGES AND CO-SIGN ON MEMO DOCUMENT, (INCLUDE P.O. NUMBER ON CORRESPONDENCE).<br>*** CHANGES NOT EFFECTING COSTS MAY BE IMPLEMENTED IMMEDIATELY, FORWARD MEMO DOCUMENT TO BUYER.<br>*** CHANGES INCREASING/DECREASING COST, OR EFFECTING DELIVERY MUST BE QUOTED TO BUYER, INCL. MEMO DOC.<br>*** SUPPLIER MUST NOT PROCEED WITH ENGINEERING CHANGES UNTIL BUYER APPROVAL IS PROVIDED!<br><br>RIGHTS OF TITLE<br>SELLER AGREES THAT ALL REPORTS, MANUALS, PROGRAMS, TAPES, VIDEOS, SOFTWARE, AND ANY OTHER MATERIAL PREPARED BY SELLER'S EMPLOYEES UNDER THIS PURCHASE ORDER AND ALL OTHER WORK PRODUCTS OF SELLER'S EMPLOYEES SHALL BELONG EXCLUSIVELY TO BUYER. SELLER AGREES THAT ALL WRITINGS, DISCOVERIES, DESIGNS, MASK WORKS, INVENTIONS AND IMPROVEMENTS WHETHER COPYRIGHTABLE, PATENTABLE OR NOT WHICH ARE WRITTEN, CONCEIVED, CREATED, DISCOVERED OR MADE BY SELLER'S EMPLOYEES OR SUBCONTRACTORS IN THE COURSE OF THE WORK DONE UNDER THIS PURCHASE ORDER SHALL BE PROMPTLY DISCLOSED TO BUYER AND SHALL BECOME BUYER'S SOLE PROPERTY. (ZG) |            |               |              |                  |                |                 |

**PURCHASE**  
**ORDER: TCS12138**

PAGE 4

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Invoice Attn: Accounts Payable  
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

|                           |          |                     |
|---------------------------|----------|---------------------|
| ORDER DATE                | 10/24/07 | PHONE: 586-575-1340 |
| ALTERATION ISSUE DATE     | YY       | R URBAN             |
| ALTERATION EFFECTIVE DATE |          | BUYER               |
|                           |          | PURCHASING AGENT    |

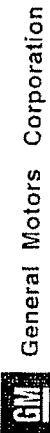
A005245 USER RAUL URBAN

ORIGINAL

CONTINUE PAGE

5

CHM008 4/93



General Motors Corporation

GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
FAX 602-797-6053  
WARREN MI  
48090

SHIP TO:

GM - POWERTRAIN GLOBAL HQ  
ENGINEERING BUILDING  
PLANT 13 DOCK 45W  
895 JOSLYN AVE  
PONTIAC MI  
48340-2920 US

US

VENDOR NUMBER 14-423-8094  
HORIBA AUTOMOTIVE TEST SYSTEMS  
2890 JOHN R RD  
PO BOX 1287  
TROY MI  
48099

INVOICE TO: & EQUIP ONLY. QUESTIONS TO:

CUSTOMER SERVICE 248 874-4636

MAIL INVOICE: GM FSS ABP

PO BOX 63490, PHOENIX AZ

85082-3490 US

This order is not binding until accepted. Acceptance should be indicated on acknowledgment copy which should be returned to Buyer.  
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**PURCHASE**

**ORDER: TCS12138**

PAGE 5

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.  
(2) copies of your packing slip must accompany each shipment.  
Item Identification Number(s) must be shown on Packing Slips and Invoices.  
Invoice Attn: Accounts Payable  
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

ORDER DATE  
10/24/07  
PHONE: 586-575-1340  
R URBAN  
XY Buyer

ALTERATION ISSUE DATE

ALTERATION EFFECTIVE DATE  
PURCHASING AGENT

SHIP VIA

REFER TO WWW.GMSUPPLYPOWER.COM

DESTINATION UNLESS OTHERWISE INDICATED

FREIGHT COLLECT

NET 2ND DAY/2ND MTH-10% HLBK

| REFER TO WWW.GMSUPPLYPOWER.COM |                     |                         |              |  |               |               |             |                 |                   |                    |  |
|--------------------------------|---------------------|-------------------------|--------------|--|---------------|---------------|-------------|-----------------|-------------------|--------------------|--|
| ITEM<br>SEQUENCE               | QUANTITY<br>ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME    | DESCRIPTION  | RFO<br>NUMBER | DATE REQUIRED | TAX CODE /% | BASE UNIT PRICE | PRICE<br>MULTIPLE | UNIT OF<br>MEASURE |  |
|                                |                     |                         | FORCED LABOR | SELLER REPRESENTS THAT GOODS PURCHASED UNDER THIS ORDER WERE NOT PRODUCED WITH FORCED LABOR (AS DEFINED IN 19 USC 1307) EITHER BY SELLER OR SELLER'S SUPPLIERS. SELLER SHALL INDEMNIFY BUYER AGAINST ANY LIABILITY BUYER MAY INCUR IF THIS REPRESENTATION IS INCORRECT. (ZR)   |               |               |             |                 |                   |                    |  |
|                                |                     |                         | INVOICES     | THE SELLER'S INVOICE MUST INCLUDE THE FOLLOWING:<br>PURCHASE ORDER NUMBER<br>RELEASE NUMBER REQUIRED FOR ALL BLANKET ORDERS<br>DELIVER TO INFORMATION<br>REQUESTOR AND ROOM NUMBER OF REQUESTOR<br>ITEM SEQUENCE NUMBER AS SHOWN ON PURCHASE ORDER<br>ITEM IDENTIFICATION NUMBER (IF APPLICABLE)<br>DESCRIPTION<br>QUANTITY<br>PRICE<br>INVOICE APPROVAL NAME AND ADDRESS (IAR)<br>IF APPLICABLE<br>ACCOUNT CLASSIFICATION NUMBER AND PRR NUMBER FOR CONTRACT LABOR OR ENGINEERING DESIGN<br>NOTICE<br>THE FOLLOWING TELEPHONE NUMBERS ARE STAFFED TO HANDLE |               |               |             |                 |                   |                    |  |

A005245 USER RAUL URBAN

ORIGINAL

CONTINUE PAGE 6

CHAM08 4/93



General Motors Corporation

GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
FAX 502-797-6053  
WARREN MI  
48099

SHIP TO:

GM - POWERTRAIN GLOBAL HQ  
ENGINEERING BUILDING  
PLANT 13 DOCK 45W  
895 JOSLYN AVE  
PONTIAC MI  
48340-2920

US

VENDOR NUMBER 14-423-8094  
HORIBA AUTOMOTIVE TEST SYSTEMS  
TO: 2890 JOHN R RD  
TROY MI  
48099

INVOICE TO:

INVOICE FOR SERVICE, MACHINERY  
& EQUIP ONLY. QUESTIONS TO:  
CUSTOMER SERVICE 248 874-4636  
MAIL INVOICE: GM FSS ABP  
PO BOX 63490, PHOENIX AZ  
85082-3490

US

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer.  
The order is subject to the terms and conditions in which Seller agrees by acceptance of this order.  
The order, including the terms and conditions, shall be deemed to have been accepted by Buyer when the order is placed and no other agreement in any form, orally or in writing, shall be binding upon the Buyer unless made in writing and signed by Buyer's authorized representative.  
If Government Contract Number is shown hereon, additional Terms and Conditions Attached Herein Apply.

PAYMENT TERMS

NET 2ND DAY/2ND MTH-10% HLDK

F.O.B DESTINATION UNLESS OTHERWISE INDICATED  
FREIGHT COLLECT

REFER TO WWW.GMSUPPLYPOWER.COM

SHIP VIA

| ITEM<br>SEQUENCE | QUANTITY<br>ORDERED | ITEM IDENTIFICATION NO. | DESCRIPTION | RFO<br>NUMBER | DATE REQUIRED | TAX CODE / % | PRICE<br>MULTIPLE | UNIT OF<br>MEASURE |
|------------------|---------------------|-------------------------|-------------|---------------|---------------|--------------|-------------------|--------------------|
|------------------|---------------------|-------------------------|-------------|---------------|---------------|--------------|-------------------|--------------------|

QUESTIONS CONCERNING INVOICE PAYMENT FOR GENERAL  
MOTORS CORPORATION:

DISBURSEMENT ANALYSIS CONTROL 248-874-4636  
MEXICO STAFF ACCOUNTING 011-52-841-54000  
THE INVOICE NUMBER AND PURCHASE ORDER/RELEASE NUMBER  
WILL BE REQUIRED FOR THE PERSON TO ASSIST YOU.

FOR SERVICES ONLY  
SUBMIT A DUPLICATE COPY TO REQUESTOR FOR APPROVAL.  
PLEASE MARK THIS COPY "RECEIVING SLIP" TO AVOID  
CONFUSION. BOTH COPIES ARE REQUIRED TO PROCESS  
YOUR INVOICE IN A TIMELY MANNER. (ZM)

"DO NOT BILL SALES OR USE TAX ON ITEMS DELIVERED TO  
ALL SHIPPED TO LOCATIONS WITH THE STATES LISTED  
BELOW." GM HOLDS DIRECT PAYMENT AUTHORITY WITH THESE  
STATES. AS A RESULT, IN ALL OF THE IDENTIFIED STATES  
BELOW LISTED GM CORPORATE ENTITIES WILL REMIT  
DIRECTLY TO TAXING AUTHORITIES, ALL SALES OR USE TAX  
LIABILITY RELATED TO ITS PURCHASE AND USE OF TANGIBLE  
PERSONAL PROPERTY AND SERVICES (1). THEREFORE,  
EFFECTIVE IMMEDIATELY, THIS TAX CLAUSE SUPERSEDES ALL  
TAX CODE INFORMATION FOUND ON THIS ORDER EXCEPT FOR  
THOSE STATES NOT IDENTIFIED BELOW. FOR THOSE STATES  
NOT IDENTIFIED BELOW, PLEASE CONTINUE TO FOLLOW THE  
SPECIFIC TAX CODE INSTRUCTIONS FOUND ON THIS ORDER.

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ORIGINAL

CONTINUE PAGE 7

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**PURCHASE** PAGE 6  
**ORDER:** TCS12138

This Number Must Appear On All Invoices, Packing Slips,  
packages and Bills of Lading.  
(2) copies of your packing slip must accompany each shipment.  
Item Identification Number(s) must be shown on Packing Slips and  
Invoices.  
Invoice Attn: Accounts Payable  
Do not Declare Valuation of Express Shipments or Insure Parcel  
Post.

|                           |          |                     |
|---------------------------|----------|---------------------|
| ORDER DATE                | 10/24/07 | PHONE: 586-575-1340 |
| ALTERATION ISSUE DATE     | YY       | R URBAN             |
| ALTERATION EFFECTIVE DATE |          | BUYER               |
|                           |          | PURCHASING AGENT    |



GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
FAX 602-797-6053  
WARREN MI  
48090

SHIP TO:

GM - POWERTRAIN GLOBAL HQ  
ENGINEERING BUILDING  
PLANT 13 DOCK 45W  
895 JOSLYN AVE  
PONTIAC MI  
48340-2920

US

VENDOR NUMBER 14-423-8094  
HORIBA AUTOMOTIVE TEST SYSTEMS  
TO: 2890 JOHN R RD  
PO BOX 1287  
TROY MI  
48099

INVOICE TO:

INVOICE FOR SERVICE, MACHINERY  
& EQUIP ONLY. QUESTIONS TO:  
CUSTOMER SERVICE 248 874-4636  
MAIL INVOICE: GM FSS ABP  
PO BOX 63490, PHOENIX AZ  
85082-3490

This order is not binding until accepted. Acceptance should be evidenced by acknowledgment copy which should be  
returned to Buyer.  
On the reverse side hereof are the terms and conditions to which Seller agrees by acceptance of this order.  
The order, including the terms and conditions on the face and reverse side hereof, contains the complete and final  
agreement between the parties and no other agreement, oral or written, shall be binding upon the Buyer unless made in writing and signed by the Buyer.  
If Government Contract Number is Shown Hereon, additional Terms and Conditions  
Attached Herein Apply.

**PURCHASE**  
**ORDER: TCS12138**

PAGE 7

This Number Must Appear On All Invoices, Packing Slips,  
Packages and Bills of Lading.  
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Item Identification Number(s) must be shown on Packing Slips and  
Invoices.  
Invoice Attn: Accounts Payable  
Do not Declare Valuation of Express Shipments or Insure Parcel  
Post.

|                           |                     |
|---------------------------|---------------------|
| ORDER DATE<br>10/24/07    | PHONE: 586-575-1340 |
| ALTERATION ISSUE DATE     | R URBAN             |
| ALTERATION EFFECTIVE DATE | YY                  |
| BUYER                     |                     |
| PURCHASING AGENT          |                     |

SHIP VIA  
REFER TO WWW.GMSUPPLYPOWER.COM

| PAYMENT TERMS  |                  | NET 2ND DAY/2ND MTH-10% HLDBK |           | F.O.B. DESTINATION UNLESS OTHERWISE INDICATED |            | SHIP VIA      |             | REFER TO WWW.GMSUPPLYPOWER.COM |                |
|--|------------------|-------------------------------|-----------|---|------------|---------------|-------------|--------------------------------|----------------|
| ITEM SEQUENCE  | QUANTITY ORDERED | ITEM IDENTIFICATION NO.       | NOUN NAME | DESCRIPTION                                   | RFQ NUMBER | DATE REQUIRED | TAX CODE /% | BASE UNIT PRICE                | PRICE MULTIPLE |
| LISTED BELOW ARE DIRECT PAY PERMIT OR SALES TAX      |                  |                               |           |   |            |               |             |                                |                |
| LICENSE NUMBERS FOR THE STATES, OR GM LOCATIONS      |                  |                               |           |   |            |               |             |                                |                |
| WITHIN A STATE, WHERE GM HOLDS DIRECT PAY AUTHORITY: |                  |                               |           |   |            |               |             |                                |                |
| *****  |                  |                               |           |   |            |               |             |                                |                |
| GENERAL MOTORS CORPORATION PERMITS:                  |                  |                               |           |   |            |               |             |                                |                |
| GEORGIA #044-38-00894-3                              |                  |                               |           |   |            |               |             |                                |                |
| INDIANA #003-2804890001                              |                  |                               |           |   |            |               |             |                                |                |
| KENTUCKY #0000-10                                    |                  |                               |           |   |            |               |             |                                |                |
| KANSAS #98-0003B (FAIRFAX ONLY)                      |                  |                               |           |   |            |               |             |                                |                |
| LOUISIANA #6009013-008DP (SHREVEPORT ONLY)           |                  |                               |           |   |            |               |             |                                |                |
| MARYLAND #20   |                  |                               |           |   |            |               |             |                                |                |
| MICHIGAN #ME-0900440                                 |                  |                               |           |   |            |               |             |                                |                |
| MISSISSIPPI #4277 (SPO ONLY)                         |                  |                               |           |   |            |               |             |                                |                |
| MISSOURI #11731559                                   |                  |                               |           |   |            |               |             |                                |                |
| NEW JERSEY #NJ9-001-683/000                          |                  |                               |           |   |            |               |             |                                |                |
| NEW YORK #DP-003445                                  |                  |                               |           |   |            |               |             |                                |                |
| OHIO #98-000613                                      |                  |                               |           |   |            |               |             |                                |                |
| OKLAHOMA #137479                                     |                  |                               |           |   |            |               |             |                                |                |
| PENNSYLVANIA #02-93450/DP246                         |                  |                               |           |   |            |               |             |                                |                |
| TEXAS #1-38-0572515-0                                |                  |                               |           |   |            |               |             |                                |                |
| VIRGINIA #9980000793                                 |                  |                               |           |   |            |               |             |                                |                |
| WISCONSIN #WDP95-01-01012                            |                  |                               |           |   |            |               |             |                                |                |
| *****  |                  |                               |           |   |            |               |             |                                |                |
| ONSTAR CORPORATION PERMIT:                           |                  |                               |           |   |            |               |             |                                |                |
| MICHIGAN #38-3506814                                 |                  |                               |           |   |            |               |             |                                |                |
| *****  |                  |                               |           |   |            |               |             |                                |                |

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CONTINUE PAGE 8

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General Motors Corporation

GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
FAX 602-797-6053  
WARREN MI  
48090

SHIP TO:

GM - POWERTRAIN GLOBAL HQ  
ENGINEERING BUILDING  
PLANT 13 DOCK 45W  
895 JOSLYN AVE  
PONTIAC MI  
48340-2920

US

VENDOR NUMBER 14-423-8094  
HORIBA AUTOMOTIVE TEST SYSTEMS

TO: 2890 JOHN R RD  
PO BOX 1287  
TROY MI  
48099

INVOICE TO:

INVOICE FOR SERVICE, MACHINERY  
& EQUIP ONLY. QUESTIONS TO:  
CUSTOMER SERVICE 248 874-4636  
MAIL INVOICE: GM FSS ABP  
PO BOX 63490, PHOENIX AZ  
85082-3490

US

This order is not binding until accepted. Acceptance should be received on acknowledgment copy which should be returned to Buyer.  
The terms and conditions of this order are the terms and conditions to which Seller agrees by acceptance of this order.  
This order is subject to the terms and conditions on the face and reverse side hereof, contains the complete and final agreement between Buyer and Seller, and shall supersede any and all other terms, conditions and specifications.  
If Government Contract Number is shown in writing and signed by Buyer's authorized representative, the terms and conditions of the Government Contract Number shall prevail over the terms and conditions of this order.  
Attached hereto Apply.

# PURCHASE

PAGE 8

ORDER: TCS12138

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.  
(2) copies of your packing slip must accompany each shipment.  
Item Identification Number(s) must be shown on Packing Slips and Invoices.  
Invoice Attn: Accounts Payable  
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

|                           |          |                     |
|---------------------------|----------|---------------------|
| ORDER DATE                | 10/24/07 | PHONE: 586-575-1340 |
| ALTERATION ISSUE DATE     | YY       | R URBAN             |
| ALTERATION EFFECTIVE DATE |          | Buyer               |
| PURCHASING AGENT          |          |                     |

SHIP VIA  
REFER TO WWW.GMSUPPLYPOWER.COM

| ITEM SEQUENCE | QUANTITY ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME | DESCRIPTION | REQ NUMBER | DATE REQUIRED | TAX CODE / % | BASE UNIT PRICE | PRICE MULTIPLE | UNIT OF MEASURE |
|---------------|------------------|-------------------------|-----------|-------------|------------|---------------|--------------|-----------------|----------------|-----------------|
|---------------|------------------|-------------------------|-----------|-------------|------------|---------------|--------------|-----------------|----------------|-----------------|

SATURN CORPORATION PERMITS:

MICHIGAN #38-2577506  
TENNESSEE #100315259

\*\*\*\*\*  
FURTHER, IF THIS ORDER RELATES TO THE CONSTRUCTION CONTRACT FOR REAL PROPERTY, ALL APPLICABLE SALES AND USE TAXES ARE THE RESPONSIBILITY OF THE CONTRACTOR (WITH THE EXCEPTION OF TEXAS), AND SHOULD BE INCLUDED IN THE CONTRACTOR'S BID AS REQUIRED PURSUANT TO SECTION 3.9 AND SECTION R3.2 OF THE GMI638 (05/05) OR SECTION 6 OF THE GMI638A (08/02), UNLESS THE RESPONSIBILITY FOR PAYMENT OF SALES & USE TAXES ARE OTHERWISE SPECIFICALLY OUTLINED IN THE CONTRACT. WITH REFERENCE TO TEXAS: IF THE ORDER RELATES TO A CONSTRUCTION CONTRACT FOR REAL PROPERTY, THE CONTRACTOR SHOULD ISSUE ALL CONTRACTS AS SEPARATED CONTRACTS AND AS SUCH SHOULD NOT INCLUDE SALES TAX IN THE COST OF INCORPORATED MATERIALS OR EQUIPMENT. IN ADDITION, THE CONTRACTOR SHOULD NOT BILL GM (GENERAL MOTORS CORPORATION ONLY) FOR SALES TAX ON THE SEPARATED COSTS OF MATERIAL OR LABOR. GM WILL ACCRUE AND REMIT THE APPROPRIATE SALES TAX DIRECTLY TO THE STATE OF TEXAS UNDER THE DIRECT PAY PERMIT.  
\*\*\*\*\*  
ANY QUESTIONS ON THE ABOVE SHOULD BE DIRECTED TO

A005245 USER RAUL URBAN

ORIGINAL

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GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
WARREN MI 48090

SHIP TO:

GM - POWERTRAIN GLOBAL HQ  
ENGINEERING BUILDING  
PLANT 13 DOCK 45W  
895 JOSLYN AVE  
PONTIAC MI 48340-2920

US

VENDOR NUMBER 14-423-8094  
HORIBA AUTOMOTIVE TEST SYSTEMS

TO: 2890 JOHN R RD  
TROY MI 48099

INVOICE TO:

INVOICE FOR SERVICE, MACHINERY  
& EQUIP ONLY. QUESTIONS TO:  
CUSTOMER SERVICE 248 874-4636  
MAIL INVOICE: GM FSS ABP  
PO BOX 63490, PHOENIX AZ 85082-3490

US

The goods are not binding until accepted. Acceptance should be marked on acknowledgment copy which should be returned to Buyer.  
This order is for goods and services to be supplied to which Seller agrees by acceptance of this order.  
The order is subject to the terms and conditions of the contract and any amendments thereto. The order is not valid until it is accepted by Buyer and no other agreement or any way modifying any of said terms and conditions will be binding upon the Buyer unless made in writing and signed by Buyer's authorized representative.  
If Government Contract Number is shown hereon, additional Terms and Conditions Attached Hereto Apply.

# PURCHASE ORDER: TCS12138

PAGE 10

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.  
(2) copies of your packing slip must accompany each shipment.  
Item Identification Number(s) must be shown on Packing Slips and Invoices.  
Invoice Attn: Accounts Payable  
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

PHONE: 586-575-1340

R URBAN

YY

Buyer

PURCHASING AGENT

ORDER DATE 10/24/07  
ALTERATION ISSUE DATE  
ALTERATION EFFECTIVE DATE  
SHIP VIA  
REFER TO WWW.GMSUPPLYPOWER.COM

DESTINATION UNLESS OTHERWISE INDICATED  
FREIGHT COLLECT

2ND DAY/2ND MTH-10% HLDBK

| ITEM SEQUENCE | QUANTITY ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME | DESCRIPTION | RFQ NUMBER | DATE REQUIRED | TAX CODE / % |
|---------------|------------------|-------------------------|-----------|-------------|------------|---------------|--------------|
|---------------|------------------|-------------------------|-----------|-------------|------------|---------------|--------------|

(EXECUTIVE ORDER 12138). (42) 10-29-03

TERMS AND CONDITIONS SEPTEMBER 2004, APPLY  
OF WHICH SUPPLIER HAS RECEIVED A COPY.

A005245 USER RAUL URBAN

ORIGINAL

LAST PAGE

CHAM08 4/93

Amerdment 1

12138



General Motors Corporation

GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
WARREN MI  
48090

US

VENDOR NUMBER 14-423-8094  
HORIZA AUTOMOTIVE TEST SYSTEMS  
TO: 2890 JOHN R RD  
PO BOX 1287  
TROY MI  
48099

GM - POWERTRAIN GLOBAL HQ  
ENGINEERING BUILDING  
PLANT 13 DOCK 45W  
895 JOSLYN AVE  
PONTIAC MI  
48340-2920

US

INVOICE FOR SERVICE, MACHINERY  
& EQUIP ONLY. QUESTIONS TO:  
CUSTOMER SERVICE 248 874-4636  
MAIL INVOICE: GM P99 ABP  
PO BOX 63490, PHOENIX AZ  
85082-3490

This order is not binding until accepted. Acceptance must be received on a signed copy which should be returned to buyer within 10 days of receipt of goods. This order is subject to change without notice. The seller shall be responsible for obtaining all necessary permits and licenses for the use of the goods. The seller shall be responsible for obtaining all necessary permits and licenses for the use of the goods. The seller shall be responsible for obtaining all necessary permits and licenses for the use of the goods.

PURCHASE PAGE 1

ORDER: TCS12138 001

### A L T E R A T I O N ###

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(2) copies of your packing slip must accompany each shipment.  
Item Identification Number(s) must be shown on Packing Slips and Invoices.

Invoice Attn: Accounts Payable  
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

|                           |          |                     |
|---------------------------|----------|---------------------|
| ORDER DATE                | 10/24/07 | PHONE: 586-575-1340 |
| ALTERATION ISSUE DATE     | 12/12/07 | R URBAN             |
| ALTERATION EFFECTIVE DATE | 12/12/07 | YY                  |
|                           |          | BUYER               |
|                           |          | PURCHASING AGENT    |

SHIP VIA  
REFER TO WWW.GMSUPPLYPOWER.COM

| ITEM SEQUENCE | QUANTITY ORDERED | ITEM IDENTIFICATION NO. | ITEM NAME   | DESCRIPTION   | RFO NUMBER | DATE REQUIRED | TAX CODE / % | BASE UNIT PRICE | PRICE MULTIPLE | UNIT OF MEASURE |        |    |
|---------------|------------------|-------------------------|---|---|------------|---------------|--------------|-----------------|----------------|-----------------|--------|----|
| 00001         | 623975           | PRXX1500 001            | ### SPOT BUY TCS12138 HAS BEEN ALTERED AS FOLLOWS ### | THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY<br>USD DOLLAR (UNITED STATES)<br><br>ALT MADE AS PER PRNX3935, NON RECURRING ENGINEERING CHANGES ADDED TO P.O REF MP1000536838.<br><br>### THIS ITEM HAS BEEN CHANGED ###<br>03/10/08 C 0.00%<br>ENGINEERING DESIGN, BUILD & VALIDATE OF ONE HYBRID E-MOTOR PTC DURABILITY TEST STAND PROVIDE FACILITY REQUIREMENTS FOR TEST ROOM DESIGN FOR INSTALLING 12 TEST STANDS<br>JAMES CALLIS 586-709-5893<br>DELIVER TO: JAMES CALLIS<br>895 JOSLYN<br>PONTIAC, MICHIGAN 48340<br>ATTN: JIM CALLIS, 586-709-5893<br>CONTACT JIM CALLIS PRIOR TO SHIPMENT<br>WHO ORDERED: CALLIS 586-709-5893 |            |               |              |                 |                |                 | 1.0000 | EA |
| 00002         | 429300           | PRNX3935 002            | ### THIS ITEM HAS BEEN ADDED ###                      | POA TCS12138 -- NON-RECURRING ENGINEERING CHARGES FOR PROTOTYPE DURABILITY STAND<br>JAMES CALLIS 586-709-5893   |            |               |              |                 |                |                 | 1.0000 | EA |

RECEIVED  
DEC 20 2007

0005070 USER RAUL URBAN

ORIGINAL

CONTINUE PAGE 2

CHAM008 4/03





1. **ACCEPTANCE:**  
 Seller has read and understands this contract and agrees that Seller's written acceptance or commencement of any work or services under this contract shall constitute Seller's acceptance of the terms and conditions only.

[illegible]

Time is of the essence, and deliveries shall be made both in quantities and at times specified in Buyer's schedule. Buyer shall not be required to make payment for goods delivered in Buyer that are in excess of quantities specified in Buyer's delivery schedules. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for goods or services covered by this contract. Where quantities and/or delivery schedules are not specified, Seller shall deliver goods in such quantities and times as Buyer may direct in subsequent releases.

If Seller's acts or omissions result in Seller's failure to meet Buyer's delivery requirements and Buyer requires a more expeditious method of transportation for the goods than the transportation method originally specified by Buyer, Seller shall ship the goods as expeditiously as possible at Seller's sole expense.

Buyer reserves the right at any time to direct changes, or cause Seller to make changes, to drawings and specifications of the goods or to otherwise change the scope of the work covered by this contract including work with respect to such matters as inspection, testing or quality control, and Seller agrees to promptly make such changes. Any difference in price at time for performance resulting from such changes shall be equitably adjusted by Buyer after receipt of documentation in such form and detail as Buyer may direct. Any changes to this contract shall be made in accordance with Paragraph 21.

Seller agrees to participate in Buyer's supplier quality and development programs and to comply with all quality requirements and procedures specified by Buyer, as revised from time to time, including those applicable to Seller as set forth in Quality System Requirements QS-9000. In addition, Buyer shall have the right to enter Seller's facility at reasonable times to inspect the facility, goods, materials and any property of Buyer covered by this contract. Buyer's inspection of the goods, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished goods.

Seller acknowledges that Buyer will not perform following Buyer's receipt of the goods and services specified in the contract. To the extent Buyer is unable to perform its obligations under the contract, the quantity under this contract will automatically be reduced to reflect Buyer's performance obligations. Seller will not and expects quantities to be reduced without a new contract or amendment from Buyer. Nonconforming goods will be held by Buyer in accordance with Seller's instructions at Seller's risk. Seller's failure to provide written instructions within 10 days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformance shall entitle Buyer, at Buyer's option, to return the goods to Seller or to accept the goods at a reduced price. Buyer's responsibility to Seller. Payment for nonconforming goods shall not constitute an acceptance of them, limit or impair Buyer's right to assert any legal or equitable remedy, or relieve Seller's responsibility for latent defects.

[illegible][illegible]

As requested by Buyer, Seller shall promptly furnish to Buyer in such form and detail as Buyer may direct: (a) a list of all ingredients in the goods, (b) the amount of such ingredients, and (c) information concerning any changes in or additions to such ingredients. Prior to and with the shipment of the goods, Seller agrees to furnish to Buyer such information as may be necessary to enable Buyer to identify and label the goods containing and packaging of any hazardous material that is an ingredient or a part of any of the goods, together with such special handling instructions as may be necessary to advise carriers, Buyer, and their respective employees of how to exercise that measure of care and precaution that will best prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the goods, containers and packaging shipped to Buyer.

Buyer may immediately terminate this contract without liability to Seller in any of the following or any other comparable events: (a) insolvency of Seller; (b) filing of a voluntary petition in bankruptcy by Seller; (c) filing of any involuntary petition in bankruptcy against Seller; (d) appointment of a receiver or trustee for Seller, or for execution of an appointment for the benefit of creditors by Seller, provided that such petition, appointment or assignment is not vacated or nullified within 10 days of such event; (e) termination of Seller's credit facilities by Buyer or Seller; (f) any other event, in Seller's opinion, including, but not limited to, assistance by Seller or other persons in any legal

Buyer reserves the right to terminate all or any part of this contract, without liability to Seller, if Seller fails to repudiate or breaches any of the terms of this contract, including Seller's warranties; but fails to perform services or deliver goods as specified by Buyer, (c) fails to make progress so as to endeavor firmly and power completion of services or delivery of goods; and does not correct such failure or non-compliance after written notice from Buyer, (d) fails to carry out its obligations under the circumstances set forth shorter period of time if circumstances warrant, (e) fails to fulfill its obligations after written notice from Buyer, (f) fails to carry out its obligations set forth in the circumstances set forth in this contract upon giving of least 60 days notice to Seller, without liability to Seller, if Seller, (g) sells, or attempts to sell, a material portion of its assets, (h) sells or exchanges, or offers to sell or exchange, or causes to be sold or exchanged, significant amount of its stock that effects a change in control of Seller.

in addition to any other rights of Buyer under this contract. Buyer shall, at its sole option, either (a) terminate this contract by giving Seller written notice, or (b) accept the goods and services, by giving written notice to Seller. Upon such termination, Buyer shall pay Seller the following amounts without deduction: (a) the contract price for all goods and services accepted by Buyer, and (b) the actual costs of work-in-process and raw materials incurred by Seller in fulfilling the goods or services under this contract to the extent such costs are reasonably incurred and are primarily attributable to the termination of this contract. However, the sum of the refundable value of cost (whether incurred in respect of any goods or services or not) shall not exceed the actual cost of the goods or services or materials used or sold by Buyer with Buyer's written consent, and the cost of such goods or services or materials shall not include the cost of the goods or services, services, work-in-process or raw materials fabricated or produced by Seller in excess of the quantities delivered (unless released for any undelivered quantities by Buyer in writing). The actual cost of the goods or services or materials used under this Paragraph shall be the actual aggregate price payable by Buyer to third parties or to vendors that would be produced or performed by Seller and as provided in this Paragraph. Buyer shall not be liable for and shall not be required to make payments to Seller, directly or on account of claims by Seller's subcontractors for loss of anticipated profit, unabsorbed overhead, or other items of reimbursement or cost, unabsorbed depreciation cost, or general and administrative management charges from termination of this contract. Within 60 days from the effective date of termination, Buyer shall provide Seller with a written notice of termination. If Buyer, without sufficient notice to permit Buyer's audit, shall thereafter prompt-ly furnish such supplemental and supporting information to Buyer's chief accountant. Buyer shall retain all rights in and to the intellectual property, trade secrets, confidential material, inventions and other items relating to any termination claim of Seller.

[illegible]

Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information that Seller shall have disclosed or may hereafter disclose to Buyer in connection with the goods or services covered by this contract.

H. Seller performs any work on Buyer's premises or utilizes the property of Buyer whether or not at Buyer's premises. Seller shall indemnify and hold Buyer harmless and against any liability, claims, demands or expenses (including attorney's fees) or other professional fee damages to the property or or injuries (including death) Buyer, its employees or any other persons arising from or in connection with Seller's performance at work or use of Buyer's property, except for such liability, claim, demand arising out of the sole negligence of Buyer.

Seller shall maintain insurance coverage with carriers acceptable to Buyer and in amounts set forth in the Special Terms. Seller shall furnish to Buyer either a certificate showing compliance with these insurance requirements or certified copies of all insurance policies within 10 days of Buyer's written request. The certificate will provide that Buyer will receive 30 days' prior written notice from the insurer of any termination or reduction in the amount or scope of coverage. Seller's furnishing of certificates of insurance or purchase of insurance shall not release Seller of its obligations or liabilities under this contract.

Under otherwise necessary to Buyer, Seller, at its expense, shall furnish, keep in good condition, and replace when necessary all machinery, equipment, tools, jigs, dies, gauges, fixtures, molders, patterns and other items necessary to the production of the goods. Seller shall be responsible for the cost of all Property necessary in the manufacture and specification changes authorized by Buyer shall be paid for by Buyer. Seller shall insure Seller's Property with full fire and extended coverage insurance for its replacement value. Seller grants Buyer an irrevocable option to take possession of all title to Seller's Property that is special for the production of the goods upon payment of the purchase price. Seller warrants that the goods are made in accordance with the specifications of Seller's last order and to primary goods that are the standard stock of Seller or if substantially different in the goods are being sold by Seller to others.

ALL equipment, materials, tools, lifts, fleet, vehicles, trailers, mobile, stationary, and other equipment, including but not limited to, the following, shall remain the property of Seller under this contract, for which Seller shall be reimbursed by Buyer, shall be to remain the property of Buyer and held by Seller on a bailment basis ("Buyer's Equipment"). Buyer shall be responsible for the safekeeping of Buyer's Equipment. Property shall at all times be properly held and maintained by Seller, all items owned shall be used by Seller for any purpose other than the performance of this contract shall be deemed to be personally, shall be conspicuously marked with the name of Buyer, and shall be returned to Seller at the completion of the contract with no third claim, and shall not be moved from Seller's premises without Buyer's prior written approval. Buyer shall have the right to enter Seller's premises at all reasonable times to inspect and ensure the proper use of Buyer's Equipment. Upon completion of the removal of Buyer's Property, Buyer shall immediately release to Buyer or deliver to Buyer by Buyer, either by U.S. Postal insured equipment or Seller's plant, personal property, and all items located on property, or any location designated by Buyer, in which said Buyer shall pay to Seller the reasonable costs of delivering such property to its location. Upon completion of any, Seller waives any lien or other right that Seller may have in or to Buyer's Property while the work performed on such property is in progress or otherwise.

Seller will sell to Buyer goods necessary for it to fulfill its current model service to its customers. Seller will sell to Buyer goods necessary for it to fulfill its replacement parts requirements at the prices set forth in the schedule attached hereto. Seller will sell the components and parts that comprise its system or module as principal that shall not, in the aggregate, exceed the price of the system or module less assembly costs. During the 15 year period after Buyer completes current model purchases, Seller will sell goods to Buyer to fulfill Buyer's replacement service and replacement parts requirements. Unless otherwise agreed by Buyer, the intellectual during the first 3 years of the period shall be those owned by Seller. All other intellectual property of Seller, including the price list, shall be deemed to be sold to Buyer as a part of the system or module. The price list shall be as agreed to by the parties. When requested by Buyer, Seller shall make sample literature and other materials available at no additional charge to support Buyer's service/part sales activities.

The rights and remedies reserved to Buyer in this contract shall be cumulative with, and additional to, all other or further remedies provided in law or equity. Without limiting the foregoing, should any goods fail to conform to the warranties set forth in Paragraph 3, Buyer shall notify Seller and Seller shall, if requested by Buyer, reimburse Buyer for any incidental and consequential damages caused by such nonconforming goods, including, but not limited to, costs, expenses and losses incurred by Buyer in inspecting, testing, repairing or replacing such nonconforming goods; (b) reimbursement for transportation, (c) conducting recall campaigns or

**22. CUSTOMS; EXPORT CONTROLS:** Credits or benefits resulting or arising from tax remissions, including trade credits, credits or benefits resulting from the refund of duties, shall be deemed to be credits or export credits for the refund of duties, and shall be deemed to be credits or export credits for the refund of duties, including written documentation and electronic transaction recorded in permit Dora to receive such benefits or credits, as well as to fulfill its customers related obligations, origin marking or labeling requirements and local content origin requirements, if any. Export licenses or sublicenses necessary for the export of the goods shall be the responsibility of Seller unless otherwise indicated in this contract, in which case the responsibility shall be of Buyer. The Seller shall be responsible to obtain such licenses or sublicenses. Seller shall undertake such arrangements as necessary for the goods to be covered by any duty deferral or free trade zone programs of the country of import.

In addition to any right of setoff or recoupment provided by law, all amounts due to Seller shall be considered net indebtedness of Seller and its affiliates/subsidiaries to Buyer and its affiliates/subsidiaries, and Buyer shall have the right to setoff against or to recoup from any amounts due to Seller and its affiliates/subsidiaries from Buyer and its affiliates/subsidiaries.

Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to furnish Buyer the goods or services covered by this contract, or use any trademarks or trade names of Buyer in Seller's advertising or promotional materials.

[illegible]

provision of this contract shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this contract constitute a waiver of any succeeding breach of the same or any other provision.

Unless otherwise specifically prohibited by applicable law, Seller may not assign or delegate its rights or obligations under this contract without Buyer's prior written consent.

Seller and Buyer are independent contracting parties and nothing in this contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

This contract is to be construed according to the laws of the country (and state/province, if applicable) from which this contract is issued as shown by the address of Buyer, enclosing the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions thereof. [www.unilex.org/ice/saleofgoods/convention.html](http://www.unilex.org/ice/saleofgoods/convention.html) Any action or proceedings by Buyer against Seller may be brought by Buyer in the country having jurisdiction over Seller or, if Buyer is a nation, in the court having jurisdiction over Buyer's location, in either event. Seller consents to jurisdiction and service of process in accordance with applicable procedures. Any actions or proceedings by Seller against Buyer may be brought by Seller only in the country having jurisdiction over the location of Buyer from which this contract is issued.

If any term(s) of the contract is/are invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term(s) shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this contract shall remain in full force and effect.

This contract, together with the attachments, exhibits, supplements or other terms of the contract, shall constitute the entire agreement between Seller and Buyer with respect to the matters contained in this contract and supercedes all prior oral or written representations and agreements. This contract may only be modified by a contract amendment issued by Buyer.

For purposes of this Agreement, Use Insurance coverages required under Paragraph 17 ("Insurance") of the General Terms and Conditions are as follows: (a) Workers' Compensation: statutory limits for the state in which this contract is to be performed for evidence of authority to self insure; (b) Employer's Liability: \$500,000 per accident for injury by accident and \$500,000 per employee for bodily injury by disease; (c) Commercial General Liability covering liability arising from premises, operations, independent contractors, subcontracted operations, products, personal injury and advertising injury; and liability assumed under an insured contract; \$5,000,000 each occurrence; and (d) Automobile Liability including owned, non-owned and hired vehicles; \$5,000,000 each occurrence.

By submitting a response to this Request for Quotation, Seller certifies that it has read, understands, and is in compliance with Paragraph 18 of the General Terms and Conditions (Cartillage/Licence/Laws/Employment/Business Practices).

2002

Amendment 2

12038



General Motors Corporation

GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
FAX 602-797-6053  
WARREN MI  
48090

US

VENDOR NUMBER 14-423-8094

HORIBA AUTOMOTIVE TEST SYSTEMS

TO: 2890 JOHN R RD

TROY MI

48099

SHIP TO:

GM - POWERTRAIN GLOBAL HQ

ENGINEERING BUILDING

PLANT 13 DOCK 45W

895 JOSLYN AVE

PONTIAC MI

48340-2920

US

INVOICE FOR SERVICE, MACHINERY

& EQUIP ONLY. QUESTIONS TO:

CUSTOMER SERVICE 248 874-4636

MAIL INVOICE: GM FSS ABP

PO BOX 63490, PHOENIX AZ

85082-3490

US

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer.

On the reverse side hereof are the terms and conditions to which Buyer agrees by acceptance of this order.

Buyer's attention is directed to the fact that the terms and conditions on this face and reverse are hereby accepted and that the Agreement between Buyer and Seller is hereby made in whole and subject to Buyer's authorized representative and conditions.

If Government Contract Number is shown herein, additional terms and conditions Attached Hereto Apply.

SHIP VIA

DESTINATION UNLESS OTHERWISE INDICATED

FREIGHT COLLECT

SHIP VIA

ORDER DATE 10/24/07

ALTERNATION ISSUE DATE 01/14/08

ALTERNATION EFFECTIVE DATE 01/14/08

PHONE: 586-575-1340

R URBAN

YY Buyer

PURCHASING AGENT

REFER TO WWW.GMSUPPLYPOWER.COM

PURCHASE PAGE 1

ORDER: TCS12138 002

### A L T E R A T I O N ###

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.

(2) copies of your packing slip must accompany each shipment. Item Identification Number(s) must be shown on Packing Slips and Invoices.

Invoice Attn: Accounts Payable

Do not Declare Valuation of Express Shipments or Insure Parcel Post.

PAYMENT TERMS

NET 2ND DAY/2ND MTH-10% HLDBK

| ITEM SEQUENCE | QUANTITY ORDERED | ITEM IDENTIFICATION NO. | DESCRIPTION  | DATE REQUIRED | TAX CODE / % | PRICE MULTIPLE | UNIT OF MEASURE |      |
|---------------|------------------|-------------------------|--|---------------|--------------|----------------|-----------------|------|
| 00003         | 11               | PROX4201 001            | ### SPOT BUY TCS12138 HAS BEEN ALTERED AS FOLLOWS ###<br>THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY<br>USD DOLLAR (UNITED STATES)<br>ALT MADE AS PER PROX4201, LONG LEAD ITEMS HAVE BEEN<br>ADDED TO P.O ( REF MP1000536838 GMPT PONTIAC HYBRID<br>PTC TEST STAND PRKX1500<br>SYSTEM INTEGRATION SERVICES SOR REV 4<br>GM TERMS & CONDITIONS REMAIN<br>### THIS ITEM HAS BEEN ADDED ###<br>T-DYN 150 AC MOTOR WITH OIL CONDITIONING<br>JAMES CALLIS 586-709-5893<br>DELIVER TO: JIM CALLIS<br>895 JOSLYN RD<br>PONTIAC, MI 48340<br>ATTN: JIM CALLIS, 586-709-5893<br>WHO ORDERED: CALLIS 586-709-5893<br>### THIS ITEM HAS BEEN ADDED ###<br>UNICO DRIVE<br>JAMES CALLIS 586-709-5893<br>WHO ORDERED: CALLIS 586-709-5893 | 07/31/08      | C            | 0.00%          | 53576.3600      | EACH |
| 00004         | 11               | PROX4201 002            |  | 07/31/08      | C            | 0.00%          | 136347.8400     | EACH |

CONTINUE PAGE 2

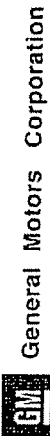
0005087 USER RAUL URBAN

ORIGINAL

2

CHAMBER 3/93





General Motors Corporation

GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
FAX 602-797-6053  
WARREN MI  
48090

US

VENDOR NUMBER 14-423-8094  
HORIBA AUTOMOTIVE TEST SYSTEMS  
TO: 2890 JOHN R RD  
PO BOX 1287  
TROY MI  
48099

SHIP TO:

GM - POWERTRAIN GLOBAL HQ  
ENGINEERING BUILDING  
PLANT 13 DOCK 45W  
895 JOSLYN AVE  
PONTIAC MI  
48340-2920

US

INVOICE FOR SERVICE, MACHINERY  
& EQUIP ONLY. QUESTIONS TO:  
CUSTOMER SERVICE 248 874-4636  
MAIL INVOICE: GM FSS ABP  
PO BOX 63490, PHOENIX AZ  
85082-3490

US

This order is not binding until accepted. Acceptance should be secured on acknowledgment copy which should be returned to Buyer.  
On the reverse side listed are the terms and conditions to which Seller agrees by acceptance of this order.  
This order, including the terms and conditions on the face and reverse side thereof, constitutes the complete and final agreement between the parties. No other agreement in any way modifying any of said terms and conditions shall be binding upon the Buyer unless made a part of this order by the Buyer's acknowledgment.  
If Government Contract Number is Shown Hereon, Additional Terms and Conditions Attached Hereto Apply.

PAYMENT TERMS

NET 2ND DAY/2ND MTH-10% HLDBK

F.O.B. DESTINATION UNLESS OTHERWISE INDICATED  
FREIGHT COLLECT

SHIP VIA

REFER TO WWW.GMSUPPLYPOWER.COM

| ITEM<br>SEQUENCE | QUANTITY<br>ORDERED | ITEM IDENTIFICATION NO. | ITEM NAME  | DESCRIPTION | REQ<br>NUMBER | DATE REQUIRED | TAX CODE /% | BASE UNIT PRICE | PRICE<br>MULTIPLE | UNIT OF<br>MEASURE |
|------------------|---------------------|-------------------------|--|-------------|---------------|---------------|-------------|-----------------|-------------------|--------------------|
| ✓ 00005          | 5                   | PROX4201 003            | ## THIS ITEM HAS BEEN ADDED ##<br>BEDPLATES<br>JAMES CALLIS 586-709-5893<br>WHO ORDERED: CALLIS 586-709-5893                 |             |               | 07/31/08      | C 0.00%     | 19350.0000      |                   | EACH               |
| ✓ 00006          | 11                  | PROX4201 004            | ## THIS ITEM HAS BEEN ADDED ##<br>SPARC CONTROLLER<br>JAMES CALLIS 586-709-5893<br>WHO ORDERED: CALLIS 586-709-5893          |             |               | 07/31/08      | C 0.00%     | 23220.0000      |                   | EACH               |
| ✓ 00007          | 5                   | PROX4201 005            | ## THIS ITEM HAS BEEN ADDED ##<br>FLUID CONDITIONING SYSTEM<br>JAMES CALLIS 586-709-5893<br>WHO ORDERED: CALLIS 586-709-5893 |             |               | 07/31/08      | C 0.00%     | 85711.4700      |                   | EACH               |
| ✓ 00008          | 10                  | PROX4201 006            | ## THIS ITEM HAS BEEN ADDED ##<br>E-MOTOR HOUSING<br>JAMES CALLIS 586-709-5893<br>WHO ORDERED: CALLIS 586-709-5893           |             |               | 07/31/08      | C 0.00%     | 28380.0000      |                   | EACH               |

0005087 USER RAUL URBAN

ORIGINAL

LAST PAGE

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PURCHASE

PAGE 2

ORDER: TCS12138 002

### A L T E R A T I O N ###

This Number Must Appear On All Invoices, Packing Slips,  
Packages and Bills of Lading.  
(2) copies of your packing slip must accompany each shipment.  
Item Identification Number(s) must be shown on Packing Slips and  
Invoices.  
Invoice Attn: Accounts Payable  
Do not Declare Valuation of Express Shipments or Insure Parcel  
Post.

|                       |          |                     |
|-----------------------|----------|---------------------|
| ORDER DATE            | 10/24/07 | PHONE: 586-575-1340 |
| ALTERATION ISSUE DATE | 01/14/08 | R URBAN             |
| ALTERATION EFFECTIVE  | 01/14/08 | YY Buyer            |
| PURCHASING AGENT      |          |                     |



Amendment 3

12138



Amendment 4

12138



General Motors Corporation

GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
FAX 602-797-6053  
WARREN MI  
48090

SHIP TO:  
GM - POWERTRAIN GLOBAL HQ  
ENGINEERING BUILDING  
PLANT 13 DOCK 45W  
895 JOSLYN AVE  
PONTIAC MI  
48340-2920

INVOICE FOR SERVICE, MACHINERY  
& EQUIP ONLY. QUESTIONS TO:  
CUSTOMER SERVICE 248 874-4636  
MAIL INVOICE: GM FSS ABP  
PO BOX 63490, PHOENIX AZ  
85082-3490

VENDOR NUMBER 14-423-8094  
HORIBA AUTOMOTIVE TEST SYSTEMS  
2890 JOHN R RD  
TROY MI  
48083

**PURCHASE** PAGE 1  
**ORDER:** TCS12138 004  
### A L T E R A T I O N ###

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.  
(2) copies of your packing slip must accompany each shipment.  
Item Identification Number(s) must be shown on Packing Slips and Invoices.  
Invoice Attn: Accounts Payable  
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

|                       |          |                     |
|-----------------------|----------|---------------------|
| ORDER DATE            | 10/24/07 | PHONE: 586-575-1340 |
| ALTERATION ISSUE DATE | 07/14/08 | R URBAN             |
| ALTERATION EFFECTIVE  | 07/14/08 | YY                  |
| SHIP VIA              |          | BUYER               |
| PURCHASING AGENT      |          |                     |

REFER TO WWW.GMSUPPLYPOWER.COM

DESTINATION UNLESS OTHERWISE INDICATED  
FREIGHT COLLECT

| ITEM SEQUENCE | QUANTITY ORDERED | ITEM IDENTIFICATION NO. | QUANTITY | DESCRIPTION   | RFO NUMBER | DATE REQUIRED | TAX CODE / % | BASE UNIT PRICE | PRICE MULTIPLE | UNIT OF MEASURE |
|---------------|------------------|-------------------------|----------|---|------------|---------------|--------------|-----------------|----------------|-----------------|
| 00010         | 12               | PRTX2647 001            |          | ### SPOT BUY TCS12138 HAS BEEN ALTERED AS FOLLOWS ###<br><br>THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY<br>USD DOLLAR (UNITED STATES)<br><br>ALT MADE PER PRTX2647, INTEGRATION OF CANOE SYSTEM<br>& MODIFICATIONS TO TPIM COOLING<br>REF MP1400584041 GM TERMS & CONDITIONS REMAIN<br><br>### THIS ITEM HAS BEEN ADDED ###<br><br>INTEGRATION OF GM SUPPLIED CANOE SYSTEM<br>JAMES CALLIS 586-709-5893<br>DELIVER TO: JAMES CALLIS<br>895 JOSLYN RD D45<br>PONTIAC, MI 48340<br>ATTN: JIM CALLIS, 586-709-5893<br>WHO ORDERED: CALLIS 586-709-5893 |            | 09/26/08      | C            | 0.00%           | 2601.0000      | EACH            |
| 00011         | 12               | PRTX2647 002            |          | ### THIS ITEM HAS BEEN ADDED ###<br><br>MODIFICATION OF TPIM COOLING SYSTEM<br>JAMES CALLIS 586-709-5893<br>WHO ORDERED: CALLIS 586-709-5893  |            | 09/26/08      | C            | 0.00%           | 5361.0000      | EACH            |

JUL 18 2008

0005209 USER RAUL URBAN

ORIGINAL

LAST PAGE

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Original PO

19960



GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
FAX 602-797-6053  
WARREN MI  
48090

VENDOR NUMBER 14-423-8094  
HOBIBA AUTOMOTIVE TEST SYSTEMS  
O: 2890 JOHN R RD  
TROY MI  
48083

SHIP TO:

GM - POWERTRAIN GLOBAL HQ  
ENGINEERING BUILDING  
PLANT 13 DOCK 45W  
895 JOSLYN AVE  
PONTIAC MI  
48340-2920

INVOICE FOR SERVICE, MACHINERY  
& EQUIP ONLY. QUESTIONS TO:  
CUSTOMER SERVICE 248 874-4636  
MAIL INVOICE: GM FSS ABP  
PO BOX 63490, PHOENIX AZ  
85082-3490

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer.  
The order, including the terms and conditions on the face and reverse side hereof, contains the complete and final agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions will be binding upon the Buyer unless made in writing and signed by Buyer's authorized representative.  
If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Hereto Apply.

# PURCHASE

## ORDER: TCS19960

PAGE 1

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.  
(2) copies of your packing slip must accompany each shipment.  
Item Identification Number(s) must be shown on Packing Slips and Invoices.  
Invoice Attn: Accounts Payable  
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

|                           |                     |
|---------------------------|---------------------|
| ORDER DATE                | PHONE: 586-575-1340 |
| 05/29/08                  | R URBAN             |
| ALTERATION ISSUE DATE     | YY                  |
| ALTERATION EFFECTIVE DATE | BUYER               |
| PURCHASING AGENT          |                     |

SHIP VIA  
REFER TO WWW.GMSUPPLYPOWER.COM

| ITEM IDENTIFICATION NO.  | QUANTITY ORDERED | DESCRIPTION     | DATE REQUIRED | TAX CODE / % | SHIP VIA | PRICE MULTIPLE | UNIT OF MEASURE |
|--|------------------|-----------------|---------------|--------------|----------|----------------|-----------------|
| NET 2ND DAY/2ND MTH-10% HLDBK  |                  | FREIGHT COLLECT |               |              |          |                |                 |
| THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY   |                  |                 |               |              |          |                |                 |
| USD DOLLAR (UNITED STATES)   |                  |                 |               |              |          |                |                 |
| IMPORTANT NOTICE: EFF. JAN 13/06 SIGNIFICANT CHANGES HAVE BEEN MADE TO THE GMNA SHIPPING INSTRUCTIONS. PLEASE REVIEW FOR CARRIER UPDATES. NON-COMPLIANCE TO THESE INSTRUCTIONS MAY RESULT IN FREIGHT CHARGES BEING DEBITED BACK TO THE SUPPLIER.<br><br>SHIPPING INSTRUCTIONS CAN BE FOUND AT WWW.GMSUPPLYPOWER.COM UNDER GM LINKS / LOGISTICS SHIPPING INFORMATION<br><br>AS A USER TO ACCESS THIS INFORMATION, TO REGISTER AS A USER TO SUPPLY POWER FOLLOW THE REGISTRATION INSTRUCTIONS ON THE HOME PAGE OF SUPPLY POWER OR CALL 866-756-0692.<br><br>SUPPLIER HELP DESK FOR GM INDIRECT/MACHINERY AND EQUIPMENT PURCHASING AVAILABLE DURING DETROIT BUSINESS HOURS AT 1-888-376-6115 AND ON-LINE AT INHELPDESK@GM.COM<br><br>QUESTIONS RELATED TO PAYMENT ISSUES, PLEASE CONTACT DISBURSEMENTS AT 248-874-4636. |                  |                 |               |              |          |                |                 |

AUG 9 2008



**GM** General Motors Corporation

GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
FAX 602-797-6053  
WARREN MI  
48090

US

VENDOR NUMBER 14-423-8094  
HORIBA AUTOMOTIVE TEST SYSTEMS  
O: TROY MI  
48083

SHIP TO:

GM - POWERTRAIN GLOBAL HQ  
ENGINEERING BUILDING  
PLANT 13 DOCK 45W  
895 JOSLYN AVE  
PONTIAC MI  
48340-2920

US

INVOICE TO:  
& EQUIP ONLY. QUESTIONS TO:  
CUSTOMER SERVICE 248 874-4636  
MAIL INVOICE: GM FSS ABP  
PO BOX 63490, PHOENIX AZ  
85082-3490

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer.  
On the revenue side hereof are the terms and conditions to which Seller agrees by acceptance of this order.  
This order, including the terms and conditions on the face and reverse side hereof, contains the complete and final agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions will be binding upon the Buyer unless made in writing and signed by Buyer's authorized representative.  
If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached hereto Apply.

F.O.B DESTINATION UNLESS OTHERWISE INDICATED

FREIGHT COLLECT

SHIP VIA  
REFER TO WWW.GMSUPPLYPOWER.COM

| QUANTITY ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME | DESCRIPTION | R.F.Q. NUMBER | DATE REQUIRED | TAX CODE / % | PRICE MULTIPLE | UNIT OF MEASURE |
|------------------|-------------------------|-----------|-------------|---------------|---------------|--------------|----------------|-----------------|
|------------------|-------------------------|-----------|-------------|---------------|---------------|--------------|----------------|-----------------|

UNLESS OTHERWISE INDICATED IN THIS RFQ, SELLER IS REQUIRED TO HAVE ELECTRONIC DATA INTERCHANGE CAPABILITY WORLDWIDE.

EXPORT ADMINISTRATION REGULATIONS (EAR) CONTROLLED PURCHASES

\*\*\*\*\*  
THE TECHNICAL DATA ASSOCIATED WITH THIS EQUIPMENT, SERVICE OR PART IS CONTROLLED UNDER U.S. EXPORT LAWS. YOU MAY NOT EXPORT OR RE-EXPORT THE TECHNICAL DATA, INCLUDING BUT NOT LIMITED TO PRINTS, ROUTINGS AND SPECIFICATIONS ASSOCIATED WITH THIS REQUEST FOR QUOTATION OR PURCHASE CONTRACT WITHOUT THE PROPER GOVERNMENTAL AUTHORIZATIONS.

CONFIDENTIALITY

SELLER, IN ORDER TO PROVIDE THE SERVICES SET FORTH IN THIS PURCHASE ORDER, WILL REQUIRE INFORMATION FROM BUYER WHICH BUYER CONSIDERS CONFIDENTIAL (BUYER'S INFORMATION). BUYER IS WILLING TO DISCLOSE BUYER'S INFORMATION ONLY WITH THE UNDERSTANDING THAT SELLER MAINTAIN ITS CONFIDENTIALITY.

...  
ACCORDINGLY, SELLER ACKNOWLEDGES THAT BUYER'S INFORMATION IS BEING DISCLOSED TO SELLER FOR THE SOLE PURPOSE OF PERMITTING SELLER TO PERFORM THE SERVICES

**PURCHASE** PAGE 2  
**ORDER:** TCS19960

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.  
(2) copies of your packing slip must accompany each shipment.  
Item Identification Number(s) must be shown on Packing Slips and Invoices.  
Invoice Attn: Accounts Payable  
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

|                           |                     |
|---------------------------|---------------------|
| ORDER DATE                | PHONE: 586-575-1340 |
| 05/29/08                  | R URBAN             |
| ALTERATION ISSUE DATE     | YY                  |
| ALTERATION EFFECTIVE DATE | BUYER               |
|                           | PURCHASING AGENT    |

**General Motors Corporation**

GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
FAX 602-797-6053  
WARREN MI  
48090

SHIP TO:

GM - POWERTRAIN GLOBAL HQ  
ENGINEERING BUILDING  
PLANT 13 DOCK 45W  
895 JOSLYN AVE  
PONTIAC MI  
48340-2920

US

INVOICE FOR SERVICE, MACHINERY

& EQUIP ONLY. QUESTIONS TO:

CUSTOMER SERVICE 248 874-4636

MAIL INVOICE: GM FSS ABP

PO BOX 63490, PHOENIX AZ

85082-3490

US

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer.  
On the reverse side hereof are the terms and conditions to which Seller agrees by acceptance of this order.  
This order, including the terms and conditions on the face and reverse side hereof, constitutes the entire agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions shall be binding upon the Buyer unless made in writing and signed by Buyer's authorized representative.  
If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Hereto Apply.

VENDOR NUMBER 14-423-8094

HORIBA AUTOMOTIVE TEST SYSTEMS

2890 JOHN R RD

TROY MI

48083

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**PURCHASE**

**ORDER: TCS19960**

PAGE 3

|                           |          |                     |
|---------------------------|----------|---------------------|
| ORDER DATE                | 05/29/08 | PHONE: 586-575-1340 |
| ALTERATION ISSUE DATE     | YY       | R URBAN             |
| ALTERATION EFFECTIVE DATE |          | BUYER               |
|                           |          | PURCHASING AGENT    |

SHIP VIA  
REFER TO WWW.GMSUPPLYPOWER.COM

DESTINATION UNLESS OTHERWISE INDICATED  
FREIGHT COLLECT

| ITEM | QUANTITY ORDERED           | ITEM IDENTIFICATION NO. | NOUN NAME | DESCRIPTION   | REQ NUMBER | DATE REQUIRED | TAX CODE / % | PRICE | UNIT OF MEASURE |
|------|----------------------------|-------------------------|-----------|---|------------|---------------|--------------|-------|-----------------|
| NET  | 2ND DAY/2ND MTH-10% HLDDBK |                         |           | SET FORTH IN THIS PURCHASE ORDER, AND AGREES THAT IT WILL NOT USE THE INFORMATION FOR ANY OTHER PURPOSE. IN ADDITION, SELLER AGREES THAT IT WILL NOT DISCLOSE, DISSEMINATE OR OTHERWISE MAKE AVAILABLE BUYER'S INFORMATION TO ANYONE, OTHER THAN TO THOSE EMPLOYEES WHO HAVE A NEED TO KNOW IT IN ORDER FOR SELLER TO FULFILL ITS OBLIGATIONS UNDER THIS PURCHASE ORDER. SELLER AGREES THAT IT WILL TAKE APPROPRIATE ACTION BY INSTRUCTION, AGREEMENT, OR OTHERWISE, WITH ANY PERSON PERMITTED ACCESS TO BUYER'S INFORMATION. THE BUYER'S INFORMATION AND ANY ADDITIONS THERETO ARE THE SOLE PROPERTY OF BUYER. AT BUYER'S REQUEST OR UPON COMPLETION OF SELLER'S USE OF BUYER'S INFORMATION, SELLER WILL RETURN ALL COPIES OF BUYER'S INFORMATION TO BUYER OR, AT BUYER'S REQUEST, DESTROY BUYER'S INFORMATION AND CERTIFY SUCH DESTRUCTION TO BUYER.<br>SELLER FURTHER AGREES TO INDEMNIFY AND HOLD BUYER HARMLESS FROM ANY AND ALL LIABILITIES, DAMAGES, FINES, PENALTIES, COSTS, CLAIMS, DEMANDS, AND EXPENSES (INCLUDING COSTS OF DEFENSE, SETTLEMENT, AND REASONABLE ATTORNEY'S FEES), ARISING OUT OF THE DISCLOSURE OR IMPROPER USE OF BUYER'S INFORMATION BY SELLER OR SELLER'S EMPLOYEES. (YC) |            |               |              |       |                 |
|      |                            |                         |           | REF MP2800577906 SOR PRPX3438   |            |               |              |       |                 |

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CONTINUE PAGE

4



General Motors Corporation

GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
FAX 602-797-6053  
WARREN MI  
48090

US

VENDOR NUMBER 14-423-8094  
HORIZA AUTOMOTIVE TEST SYSTEMS  
2890 JOHN R RD  
TROY MI  
48083

SHIP TO:

GM - POWERTRAIN GLOBAL HQ  
ENGINEERING BUILDING  
PLANT 13 DOCK 45W  
895 JOSLYN AVE  
PONTIAC MI  
48340-2920

US

INVOICE TO:  
& EQUIP ONLY. QUESTIONS TO:  
CUSTOMER SERVICE 248 874-4636  
MAIL INVOICE: GM FSS ABP  
PO BOX 63490, PHOENIX AZ  
85082-3490

US

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# PURCHASE ORDER: TCS19960

PAGE 5

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| ORDER DATE                | 05/29/08 | PHONE: 586-575-1340 |
| ALTERATION ISSUE DATE     | YY       | R URBAN             |
| ALTERATION EFFECTIVE DATE |          | Buyer               |
|                           |          | PURCHASING AGENT    |

SHIP VIA  
REFER TO WWW.GMSUPPLYPOWER.COM

| MENT TERMS |                           | F.O.B DESTINATION UNLESS OTHERWISE INDICATED |                         | FREIGHT COLLECT |  | SHIP VIA   |               | PRICE       |                 | UNIT OF MEASURE |         |
|------------|---------------------------|--|-------------------------|-----------------|--|------------|---------------|-------------|-----------------|-----------------|---------|
| NET        | 2ND DAY/2ND MTH-10% HLDBK | QUANTITY ORDERED                             | ITEM IDENTIFICATION NO. | NOUN NAME       | DESCRIPTION  | RFQ NUMBER | DATE REQUIRED | TAX CODE /% | BASE UNIT PRICE | MULTIPLE        | MEASURE |
|            |                           |  |                         |                 | SERVICE'S REQUEST, SELLER SHALL CERTIFY IN WRITING ITS COMPLIANCE WITH THE FOREGOING. SELLER SHALL INDEMNIFY AND HOLD BUYER HARMLESS FROM AND AGAINST ANY LIABILITY, CLAIMS, DEMANDS OR EXPENSES (INCLUDING ATTORNEY'S OR OTHER PROFESSIONAL FEES) ARISING FROM OR RELATING TO SELLER'S NONCOMPLIANCE. (AT 6/20/02) (AT)   |            |               |             |                 |                 |         |
|            |                           |  |                         |                 | RIGHT TO AUDIT<br>BY ACCEPTANCE OF A PURCHASE ORDER THE SELLER OF GOODS AND/OR SERVICES GRANTS BUYER THE RIGHT TO AUDIT ALL CHARGES AND AGREES THAT ALL RECORDS SUPPORTING CHARGES (INCLUDING THOSE OF SUBSIDIARIES AND AFFILIATES TO WHOM WORK HAS BEEN CONTRACTED) WILL BE AVAILABLE FOR AUDIT BY GENERAL MOTORS CORPORATION FOR A PERIOD OF THREE (3) YEARS BEYOND FINAL PAYMENT. |            |               |             |                 |                 |         |
|            |                           |  |                         |                 | ***** CHANGE ORDER PROCESS *****<br>*** ENGINEER/SUPPLIER AGREE ON NECESSARY CHANGES AND CO-SIGN ON MEMO DOCUMENT, (INCLUDE P.O. NUMBER ON CORRESPONDENCE).<br>*** CHANGES NOT EFFECTING COSTS MAY BE IMPLEMENTED IMMEDIATELY, FORWARD MEMO DOCUMENT TO BUYER.<br>*** CHANGES INCREASING/DECREASING COST, OR EFFECTING DELIVERY MUST BE QUOTED TO BUYER, INCL. MEMO DOC.             |            |               |             |                 |                 |         |

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ORIGINAL

CONTINUE PAGE 6

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GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
FAX 602-797-6053  
WARREN MI  
48090

SHIP TO:  
GM - POWERTRAIN GLOBAL HQ  
ENGINEERING BUILDING  
PLANT 13 DOCK 45W  
895 JOSLYN AVE  
PONTIAC MI  
48340-2920

INVOICE FOR SERVICE, MACHINERY  
& EQUIP ONLY. QUESTIONS TO:  
CUSTOMER SERVICE 248 874-4636  
MAIL INVOICE: GM FSS ABP  
PO BOX 63490, PHOENIX AZ  
85082-3490

VENDOR NUMBER 14-423-8094  
HORIZA AUTOMOTIVE TEST SYSTEMS  
2890 JOHN R RD  
TROY MI  
48083

**PURCHASE**  
**ORDER:** TCS19960

PAGE 6

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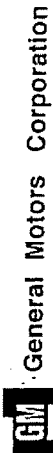
|                           |          |                     |
|---------------------------|----------|---------------------|
| ORDER DATE                | 05/29/08 | PHONE: 586-575-1340 |
| ALTERATION ISSUE DATE     | YY       | R URBAN             |
| ALTERATION EFFECTIVE DATE |          | BUYER               |
|                           |          | PURCHASING AGENT    |

SHIP VIA  
REFER TO WWW.GMSUPPLYPOWER.COM

| QUANTITY ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME | DESCRIPTION  | RFQ NUMBER | DATE REQUIRED | TAX CODE /% | BASE UNIT PRICE | PRICE MULTIPLE | UNIT OF MEASURE |
|------------------|-------------------------|-----------|--|------------|---------------|-------------|-----------------|----------------|-----------------|
|                  |                         |           | *** SUPPLIER MUST NOT PROCEED WITH ENGINEERING CHANGES UNTIL BUYER APPROVAL IS PROVIDED!   |            |               |             |                 |                |                 |
|                  |                         |           | RIGHTS OF TITLE<br>SELLER AGREES THAT ALL REPORTS, MANUALS, PROGRAMS, TAPES, VIDEOS, SOFTWARE, AND ANY OTHER MATERIAL PREPARED BY SELLER'S EMPLOYEES UNDER THIS PURCHASE ORDER AND ALL OTHER WORK PRODUCTS OF SELLER'S EMPLOYEES SHALL BELONG EXCLUSIVELY TO BUYER. SELLER AGREES THAT ALL WRITINGS, DISCOVERIES, DESIGNS, MASK WORKS, INVENTIONS AND IMPROVEMENTS WHETHER COPYRIGHTABLE, PATENTABLE OR NOT WHICH ARE WRITTEN, CONCEIVED, CREATED, DISCOVERED OR MADE BY SELLER'S EMPLOYEES OR SUBCONTRACTORS IN THE COURSE OF THE WORK DONE UNDER THIS PURCHASE ORDER SHALL BE PROMPTLY DISCLOSED TO BUYER AND SHALL BECOME BUYER'S SOLE PROPERTY. (ZG)<br><br>FORCED LABOR<br>SELLER REPRESENTS THAT GOODS PURCHASED UNDER THIS ORDER WERE NOT PRODUCED WITH FORCED LABOR (AS DEFINED IN 19 USC 1307) EITHER BY SELLER OR SELLER'S SUPPLIERS. SELLER SHALL INDEMNIFY BUYER AGAINST ANY LIABILITY BUYER MAY INCUR IF THIS REPRESENTATION IS INCORRECT. (ZR) |            |               |             |                 |                |                 |

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С.И.ММММ 4/93



GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
FAX 602-797-6053  
WARREN MI  
48090

US

VENDOR NUMBER 14-423-8094  
HORIABA AUTOMOTIVE TEST SYSTEMS  
2890 JOHN R RD  
TROY MI  
48083

3:

SHIP TO:

GM - POWERTRAIN GLOBAL HQ  
ENGINEERING BUILDING  
PLANT 13 DOCK 45W  
895 JOSLYN AVE  
PONTIAC MI  
48340-2920

US

INVOICE FOR SERVICE, MACHINERY  
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F.O.B

DESTINATION UNLESS OTHERWISE INDICATED

FREIGHT COLLECT

MENT TERMS

NET 2ND DAY/2ND MTH-10% HLDBK

| QTY | QUANTITY ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME | DESCRIPTION  | RFQ NUMBER | DATE REQUIRED | TAX CODE / % | SHIP VIA | PRICE UNIT PRICE | PRICE MULTIPLE | UNIT OF MEASURE |
|-----|------------------|-------------------------|-----------|--|------------|---------------|--------------|----------|------------------|----------------|-----------------|
|     |                  |                         |           | SUBMIT A DUPLICATE COPY TO REQUESTOR FOR APPROVAL.<br>PLEASE MARK THIS COPY "RECEIVING SLIP" TO AVOID<br>CONFUSION. BOTH COPIES ARE REQUIRED TO PROCESS<br>YOUR INVOICE IN A TIMELY MANNER. (ZM)   |            |               |              |          |                  |                |                 |
|     |                  |                         |           | "DO NOT BILL SALES OR USE TAX ON ITEMS DELIVERED TO<br>ALL SHIPPED TO LOCATIONS WITH THE STATES LISTED<br>BELOW." GM HOLDS DIRECT PAYMENT AUTHORITY WITH THESE<br>STATES. AS A RESULT, IN ALL OF THE IDENTIFIED STATES<br>BELOW LISTED GM CORPORATE ENTITIES WILL REMIT<br>DIRECTLY TO TAXING AUTHORITIES, ALL SALES OR USE TAX<br>LIABILITY RELATED TO ITS PURCHASE AND USE OF TANGIBLE<br>PERSONAL PROPERTY AND SERVICES (1). THEREFORE,<br>EFFECTIVE IMMEDIATELY, THIS TAX CLAUSE SUPERSEDES ALL<br>TAX CODE INFORMATION FOUND ON THIS ORDER EXCEPT FOR<br>THOSE STATES NOT IDENTIFIED BELOW. FOR THOSE STATES<br>NOT IDENTIFIED BELOW, PLEASE CONTINUE TO FOLLOW THE<br>SPECIFIC TAX CODE INSTRUCTIONS FOUND ON THIS ORDER.<br>LISTED BELOW ARE DIRECT PAY PERMIT OR SALES TAX<br>LICENSE NUMBERS FOR THE STATES, OR GM LOCATIONS<br>WITHIN A STATE, WHERE GM HOLDS DIRECT PAY AUTHORITY:<br>* * * * *<br>GENERAL MOTORS CORPORATION PERMITS:<br>GEORGIA #044-38-00894-3<br>INDIANA #003-2804890001<br>KENTUCKY #0000-10 |            |               |              |          |                  |                |                 |

005395 USER RAUL URBAN

ORIGINAL

CONTINUE PAGE

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CHMMGB 4/93

PURCHASE  
ORDER: TCS19960

PAGE 8

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|                           |          |                     |
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| ORDER DATE                | 05/29/08 | PHONE: 586-575-1340 |
| ALTERATION ISSUE DATE     | YY       | R URBAN             |
| ALTERATION EFFECTIVE DATE |          | Buyer               |
| PURCHASING AGENT          |          |                     |

REFER TO WWW.GMSUPPLYPOWER.COM

**General Motors Corporation**

GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
FAX 602-797-6053  
WARREN MI  
48090

VENDOR NUMBER 14-423-8094  
HORIZA AUTOMOTIVE TEST SYSTEMS  
2890 JOHN R RD  
TROY MI  
48083

SHIP TO:  
GM - POWERTRAIN GLOBAL HQ  
ENGINEERING BUILDING  
PLANT 13 DOCK 45W  
895 JOSLYN AVE  
PONTIAC MI  
48340-2920

INVOICE TO:  
& EQUIP ONLY. QUESTIONS TO:  
CUSTOMER SERVICE 248 874-4636  
MAIL INVOICE: GM PSS ABP  
PO BOX 63490, PHOENIX AZ  
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US  
US  
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# PURCHASE

ORDER: TCS19960

PAGE 9

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| PURCHASING AGENT          |          |                     |

SHIP VIA  
REFER TO WWW.GMSUPPLYPOWER.COM

| MENT TERMS       |                         | F.O.B     |   | FREIGHT COLLECT |               | DESTINATION UNLESS OTHERWISE INDICATED |                 | SHIP VIA       |                 |
|------------------|-------------------------|-----------|---|-----------------|---------------|--|-----------------|----------------|-----------------|
| QUANTITY ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME | DESCRIPTION   | RFQ NUMBER      | DATE REQUIRED | TAX CODE /%                            | BASE UNIT PRICE | PRICE MULTIPLE | UNIT OF MEASURE |
|                  |                         |           | KANSAS #98-0003B (FAIRFAX ONLY)                       |                 |               |  |                 |                |                 |
|                  |                         |           | LOUISIANA #6009013-008DP (SHREVEPORT ONLY)            |                 |               |  |                 |                |                 |
|                  |                         |           | MARYLAND #20  |                 |               |  |                 |                |                 |
|                  |                         |           | MICHIGAN #ME-0900440                                  |                 |               |  |                 |                |                 |
|                  |                         |           | MISSISSIPPI #4277 (SPO ONLY)                          |                 |               |  |                 |                |                 |
|                  |                         |           | MISSOURI #11731559                                    |                 |               |  |                 |                |                 |
|                  |                         |           | NEW JERSEY #NJ9-001-683/000                           |                 |               |  |                 |                |                 |
|                  |                         |           | NEW YORK #DP-003445                                   |                 |               |  |                 |                |                 |
|                  |                         |           | OHIO #98-000613                                       |                 |               |  |                 |                |                 |
|                  |                         |           | OKLAHOMA #137479                                      |                 |               |  |                 |                |                 |
|                  |                         |           | PENNSYLVANIA #02-93450/DP246                          |                 |               |  |                 |                |                 |
|                  |                         |           | TEXAS #1-38-0572515-0                                 |                 |               |  |                 |                |                 |
|                  |                         |           | VIRGINIA #9980000793                                  |                 |               |  |                 |                |                 |
|                  |                         |           | WISCONSIN #WDP95-01-01012                             |                 |               |  |                 |                |                 |
|                  |                         |           | *****   |                 |               |  |                 |                |                 |
|                  |                         |           | ONSTAR CORPORATION PERMIT:                            |                 |               |  |                 |                |                 |
|                  |                         |           | MICHIGAN #38-3506814                                  |                 |               |  |                 |                |                 |
|                  |                         |           | *****   |                 |               |  |                 |                |                 |
|                  |                         |           | SATURN CORPORATION PERMITS:                           |                 |               |  |                 |                |                 |
|                  |                         |           | MICHIGAN #38-2577506                                  |                 |               |  |                 |                |                 |
|                  |                         |           | TENNESSEE #100315259                                  |                 |               |  |                 |                |                 |
|                  |                         |           | *****   |                 |               |  |                 |                |                 |
|                  |                         |           | FURTHER, IF THIS ORDER RELATES TO THE CONSTRUCTION    |                 |               |  |                 |                |                 |
|                  |                         |           | CONTRACT FOR REAL PROPERTY, ALL APPLICABLE SALES AND  |                 |               |  |                 |                |                 |
|                  |                         |           | USE TAXES ARE THE RESPONSIBILITY OF THE CONTRACTOR    |                 |               |  |                 |                |                 |
|                  |                         |           | (WITH THE EXCEPTION OF TEXAS), AND SHOULD BE INCLUDED |                 |               |  |                 |                |                 |



GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
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US

US

INVOICE TO: CUSTOMER SERVICE 248 874-4636  
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VENDOR NUMBER 14-423-8094  
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# PURCHASE ORDER: TCS19960

PAGE 10

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| ALTERATION ISSUE DATE     | YY       | R URBAN             |
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|                           |          | PURCHASING AGENT    |

SHIP VIA  
REFER TO WWW.GMSUPPLYPOWER.COM

| MENT TERMS |                           | F.O.B           |  | DESTINATION UNLESS OTHERWISE INDICATED |  |
|------------|---------------------------|-----------------|--|--|--|
| NET        | 2ND DAY/2ND MTH-10% HLDBK | FREIGHT COLLECT |  |  |  |

| QUANTITY ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME | DESCRIPTION   | RFO NUMBER | DATE REQUIRED | TAX CODE / % | BASE UNIT PRICE | PRICE MULTIPLE | UNIT OF MEASURE |
|------------------|-------------------------|-----------|---|------------|---------------|--------------|-----------------|----------------|-----------------|
|                  |                         |           | IN THE CONTRACTOR'S BID AS REQUIRED PURSUANT TO SECTION 3.9 AND SECTION R3.2 OF THE GM1638 (05/05) OR SECTION 6 OF THE GM1638A (08/02), UNLESS THE RESPONSIBILITY FOR PAYMENT OF SALES & USE TAXES ARE OTHERWISE SPECIFICALLY OUTLINED IN THE CONTRACT. WITH REFERENCE TO TEXAS: IF THE ORDER RELATES TO A CONSTRUCTION CONTRACT FOR REAL PROPERTY, THE CONTRACTOR SHOULD ISSUE ALL CONTRACTS AS SEPARATED CONTRACTS AND AS SUCH SHOULD NOT INCLUDE SALES TAX IN THE COST OF INCORPORATED MATERIALS OR EQUIPMENT. IN ADDITION, THE CONTRACTOR SHOULD NOT BILL GM (GENERAL MOTORS CORPORATION ONLY) FOR SALES TAX ON THE SEPARATED COSTS OF MATERIAL OR LABOR. GM WILL ACCRUE AND REMIT THE APPROPRIATE SALES TAX DIRECTLY TO THE STATE OF TEXAS UNDER THE DIRECT PAY PERMIT.<br>* * * * *<br>ANY QUESTIONS ON THE ABOVE SHOULD BE DIRECTED TO THE FOLLOWING:<br>*<br>DISBURSEMENT SERVICES -<br>CUSTOMER COMMUNICATION CENTER<br>PHONE: (248) 874-4636<br>* * * * *<br>(1) EXCLUDING ALL TELECOMMUNICATIONS SERVICES, HOTELS, AND MEAL PURCHASES. TAX IS TO BE PAID |            |               |              |                 |                |                 |

005395 USER RAUL URBAN

ORIGINAL

CONTINUE PAGE 11

CHAMBERS 4 / 03





GENERAL MOTORS CORPORATION  
GLOBAL PURCHASING  
30009 VAN DYKE  
FAX 602-797-6053  
WARREN MI  
48090

US

VENDOR NUMBER 14-423-8094  
HORIBA AUTOMOTIVE TEST SYSTEMS  
2890 JOHN R RD  
TROY MI  
48083

SHIP TO:

GM - POWERTRAIN GLOBAL HQ  
ENGINEERING BUILDING  
PLANT 13 DOCK 45W  
895 JOSLYN AVE  
PONTIAC MI  
48340-2920

US

INVOICE TO:  
INVOICE FOR SERVICE, MACHINERY  
& EQUIP ONLY. QUESTIONS TO:  
CUSTOMER SERVICE 248 874-4636  
MAIL INVOICE: GM FSS ABP  
PO BOX 63490, PHOENIX AZ  
85082-3490

US

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer.  
On the reverse side hereof are the terms and conditions to which Seller agrees by acceptance of this order.  
This order, including the terms and conditions on the face and reverse side hereof, contains the complete and final agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions and no other conditions shall be binding on Seller unless entered in writing and signed by Buyer's authorized representative.  
If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Hereto Apply.

# PURCHASE ORDER: TCS19960

PAGE 11

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.  
(2) copies of your packing slip must accompany each shipment.  
Item Identification Number(s) must be shown on Packing Slips and Invoices.  
Invoice Attn: Accounts Payable  
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

|                           |          |                     |
|---------------------------|----------|---------------------|
| ORDER DATE                | 05/29/08 | PHONE: 586-575-1340 |
| ALTERATION ISSUE DATE     | YY       | R URBAN             |
| ALTERATION EFFECTIVE DATE |          | Buyer               |
|                           |          | PURCHASING AGENT    |

SHIP VIA  
REFER TO WWW.GMSUPPLYPOWER.COM

| QUANTITY ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME | DESCRIPTION  | RFQ NUMBER | DATE REQUIRED | TAX CODE / % | PRICE UNIT PRICE | PRICE MULTIPLE | UNIT OF MEASURE |
|------------------|-------------------------|-----------|--|------------|---------------|--------------|------------------|----------------|-----------------|
|                  |                         |           | DIRECTLY TO THE SUPPLIER OF THESE ITEMS.   |            |               |              |                  |                |                 |
|                  |                         |           | SPECIAL TERM (US) - GOVERNMENT CONTRACTS *****   |            |               |              |                  |                |                 |
|                  |                         |           | BUYER SERVES FROM TIME TO TIME AS A CONTRACTOR FOR THE UNITED STATES GOVERNMENT. IF SELLER IS A U.S. ENTITY, SELLER SHALL COMPLY WITH ALL FEDERAL LAWS, RULES, AND REGULATIONS THAT ARE APPLICABLE TO SELLER AS A SUBCONTRACTOR OF GOVERNMENT CONTRACTORS, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO (1) EQUAL EMPLOYMENT OPPORTUNITY (PARAGRAPHS (1) THROUGH (7) OF SECTION 202 OF EXECUTIVE ORDER 11246, AS AMENDED, 41 CFR 60-741.5, 41 CFR 60-250.5); (2) UTILIZATION OF SMALL AND DISADVANTAGED BUSINESS CONCERNS; FAR SUBPARTS 52.219-8 AND 52.219.9); (3) CONTRACTING WITH BUSINESS CONCERNS OPERATING IN AREAS OF SURPLUS LABOR (41 CFR 1-1.805); AND (4) CONTRACTING WITH WOMEN-OWNED BUSINESS CONCERNS (EXECUTIVE ORDER 12138). (4Z) 10-29-03 |            |               |              |                  |                |                 |
|                  |                         |           | TERMS AND CONDITIONS SEPTEMBER 2004, APPLY OF WHICH SUPPLIER HAS RECEIVED A COPY.  |            |               |              |                  |                |                 |

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ORIGINAL

LAST PAGE

CHAMBERS 4/03





Ronan.Roy@acs-inc.com

08/04/2008 12:00 PM

To raul.1.urban@gm.com

cc robert.m.senseney@gm.com, willi.braner@horiba.com

bcc

Subject Re: TCS19960 / HORIBA

Hi Raul,

Below attached is the copy of PO# TCS19960.

Thanks and Regards,  
Ronan Roy  
Analyst - GM Global Purchasing  
Indirect Support  
Ph: 801-233-4648  
Fax : 602-797-6054  
Email: ronan.roy@acs-inc.com

raul.1.urban@gm.com@SMTP@Exchange

08/04/2008 11:08 AM

To Ronan Roy/Bangalore@ACS, Pam Karkada/Bangalore@ACS  
Willi Branner <willi.braner@horiba.com>@SMTP@Exchange,  
cc robert.m.senseney@gm.com@SMTP@Exchange  
Subject TCS19960 / HORIBA  
cl

Pam & Ronan,  
Please download & email a copy of TCS19960 to HORIBA ( "Willi Branner" <willi.braner@horiba.com> ) at your earliest convenience.

Thank you

Raul Urban  
Global Purchasing and Supply Chain  
GMPT Lab & Vehicle Test GCTL  
GA Machinery & Equipment  
General Motors Corporation  
Cadillac Building  
30009 Van Dyke Av.  
Warren, MI Zc. 48090  
Phone Number : 586 575 1340  
Fax Number : 586 492 6461  
GM Tie-Line : 8 535 1340

e-mail : raul.1.urban@gm.com

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TCS19960.pdf